

UNITED STATES
District Court

NATHaniel | HALL man) 3:19-cv-03089 MBS

VS)
USA)
)

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2020 FEB - 7 PM 3:22

Conditional Acceptance for the Value/Agreement/Contract no.
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ACCEPTANCE OF THE CORPORATE OFFER TO CONTRACT WITH FULL IMMUNITY AND WITHOUT RE COURSE-!
 FILE ON DEMAND

2020 FEB -7 PM 3: 22

We, accept your offer the contract under the following terms and conditions and this shall be construed as a counter offer, done with full immunity and without recourse with respects the undersigned and his avatar; I shall be deemed to have obtained the age of majority retroactively, and to have disaffirmed any and all contracts made in infancy! I shall be deemed and it shall be held and adjudicated that I am a competent, natural Man, a natural person, that my words are never to be construed liberally, but contextually. That the only law that shall apply to my person is the principles of the "Golden rule" otherwise known as *The Common Law*. Acceptance of your offer is contingent on the aforementioned and your rebutting each and every one of the proof of claim herein, point by point with facts and conclusions of the law of the land, original jurisdiction, common law, and that I and my property and my Interest are to be considered and held fully indemnified against any and all consequences as this agreement entered into is without recourse on my behalf and interest.

It is believed that you are a commercial entity, conducting commercial business, an entity that files COMPREHENSIVE ANNUAL FINANCIAL REPORTS inclusive of references, notes, ledgers, term definitions and by this conduct you document that you do not represent the sovereign order a private organization, engaging in private contracts to offer and subscription and/or application. I acting on my own behalf and on behalf of the US citizen choose not to enter or engage in contract unless it's under my terms. My terms are spelled out within the body of this instrument, if you should except those/these terms in their entirety without exception and/or amendment and or augmentation, then we shall proceed. If you choose not to accept the terms of this contract, then you have subjected my person, my interests, my estate, my assets, my property to involuntary servitude, which is illegal in all venues within the borders of the United States of America, a crime for which it is punishable by imprisonment and a fine, and restitution for damage done. This shall serve as notice upon yourself and upon the agents acting in agreement and in conspiracy with you to accomplish the ends for which you presume justify the means. You are held liable under the terms of arbitration specified herein, arbitration is an administrative remedy that has not been exhausted as yet, a remedy that remains available to my person, to my interests, to my estate, with reference my property.

JUSTICE KAVANAUGH delivered the opinion of the Court. Under the Federal Arbitration Act, parties to a contract may agree that an arbitrator rather than a court will

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Center, West, Inc. v. Jackson, 561 U. S. 63, 68–70 (2010); First Options of Chicago, Inc. v. Kaplan, 514 U. S. 938, 943–944 (1995).

Even when a contract delegates the arbitrability question to an arbitrator, some federal courts nonetheless will short-circuit the process and decide the arbitrability question themselves if the argument that the arbitration agreement applies to the particular dispute is “whollygroundless.” The question presented in this case is whether the “wholly groundless” exception is consistent with the Federal Arbitration Act. We conclude that it is not. The Act does not contain a “wholly groundless” exception, and we are not at liberty to rewrite the statute passed by Congress and signed by the President. When the parties’ contract delegates the arbitrability question to an arbitrator, the courts must respect the parties’ decision as embodied in the contract. We vacate the contrary judgment of the Court of Appeals. So why are you making an Executive decision when you are a Public Trustee? Settle the account and award the decision. I, the Grantor, says as this is my wish.

Proof of Claim 9 U.S. Code § 15. Inapplicability of the Act of State doctrine. Enforcement of arbitral agreements, confirmation of arbitral awards, and execution upon judgments based on orders confirming such awards shall not be refused on the basis of the Act of State doctrine.

Proof of Claim 9 U.S. Code § 9.Award of arbitrators; confirmation; jurisdiction; procedure U.S. Code § 9.Award of arbitrators; confirmation; jurisdiction; procedure U.S. Code If the parties in their agreement have agreed that a judgment of the court shall be entered upon the award made pursuant to the arbitration, and shall specify the court, then at any time within one year after the award is made any party to the arbitration may apply to the court so specified for an order confirming the award, and thereupon the court must grant such an order unless the award is vacated, modified, or corrected as prescribed in sections 10 and 11 of this title. If no court is specified in the agreement of the parties, then such application may be made to the United States court in and for the district within which such award was made. Notice of the application shall be served upon the adverse party, and thereupon the court shall have jurisdiction of such party as though he had appeared generally in the proceeding. If the adverse party is a resident of the district within which the award was made, such service shall be made upon the adverse party or his attorney as prescribed by law for service of notice of motion in an action in the same court. If the adverse party shall be a nonresident, then the notice of the application shall be served by the marshal of any district within which the adverse party may be found in like

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the naming of an arbitrator or arbitrators or umpire, or in filling a vacancy, then upon the application of either party to the controversy the court shall designate and appoint an arbitrator or arbitrators or umpire, as the case may require, who shall act under the said agreement with the same force and effect as if he or they had been specifically named therein; and unless otherwise provided in the agreement the arbitration shall be by a single arbitrator. therefore demand that there be a showing of cause, that a warrant, affidavit, and the contract be made to appear on the record immediately which would somehow under some felonious circumstances purport to grant the court jurisdiction.

I0000. 9 U.S. Code § 2. Validity, irrevocability, and enforcement of agreements to arbitrate. A written provision in any maritime transaction or a contract evidencing a transaction involving commerce to settle by arbitration a controversy thereafter arising out of such contract or transaction, or the refusal to perform the whole or any part thereof, or an agreement in writing to submit to arbitration an existing controversy arising out of such a contract, transaction, or refusal, shall be valid, irrevocable, and enforceable, save upon such grounds as exist at law or in equity for the revocation of any contract.

I0001. PROOF OF CLAIM, that the petition must state all the necessary jurisdictional requisites. It generally must state that the minor resides in the county in which the proceedings is brought, and that the minor is the managing his or her own affairs. A petition may however be sufficient without alleging that the relief sought will be in the interests of the minor.

I0002. PROOF OF CLAIM, that it is sometimes require that the petition be sworn to by some person cognizant of the facts set out in the petition. On filing of a sufficient petition the jurisdiction of the court attaches.

I0003. PROOF OF CLAIM, that the process sometimes must be issued in a proceeding for "removal of the disabilities of an infant", as in other suits. Notices by publication of the filing a petition is sometimes required, but failure to do so is generally not a jurisdictional defect. Issuance or service of process may be waived.

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I0005. PROOF OF CLAIM, that the judge, in ordering removal of minor's disabilities, has the implied authority to determine the existence of all facts on which the validity of the order depends. General rules governing evidence in civil proceedings ordinarily apply in proceedings for the removal of disabilities of infancy.

I0006. PROOF OF CLAIM, that the removal of the disabilities of infancy by judicial emancipation is affected by a Decree, order, or judgment which must comply with the statute and practice of the jurisdiction which it is entered. If such Decree, order, or judgment substantially follows language of the applicable statutory authority, it is sufficient.

I0007. PROOF OF CLAIM, that the facts giving jurisdiction to the court must plainly appear in the judgment of the court.

I0008. PROOF OF CLAIM, that where statutorily required, a certified copy of the Decree or order must be filed. The Decree or order, however, generally goes into effect immediately on its rendition, notwithstanding the failure to file it.

I0009. PROOF OF CLAIM, that IV. PROPERTY AND CONVEYANCES American law review digest, infants subsection 55, 56. Subsection 163 General considerations Generally, an infant may acquire property rights, and he or she cannot be deprived thereof except as provided by law.

I0010. PROOF OF CLAIM, that Generally, an infant may acquire property rights, but he or she is not regarded as capable of managing his or her property. Hence, the law does not entrust him or her with the custody or control of his or her estate.

I0011. PROOF OF CLAIM, that an infant may not be deprived of his or her property rights except in the molds provided by law. Also, an infant has no legal capacity irrevocably to abandon his or her property rights.

I0012. PROOF OF CLAIM, that Subsection 164 ADVERSE POSSESSION

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the statutes, the infant is allowed a statutory period after attaining majority to contest any adverse possessions which commence during infancy.

I0014. PROOF OF CLAIM, that the suspension of statutes of limitations against infants rest on expressed statutory provisions and not on the common law. An infant may acquire title by adverse possession in the same manner as an adult.

I0015. PROOF OF CLAIM, that Subsection 165 DEPOSIT AND TRANSACTIONS WITH BANKS Infants may deposit funds in bank accounts and withdraw them as if they were adults.

I0016. PROOF OF CLAIM, that where an infant is in absolute and lawful possession of money as his or her own property, he or she has a right to deposited it in any place for safe-keeping, as in a bank. He or she has a right to reclaim it at any time, and the person or institution so paying it to him or her assumes no risk in doing so.

I0017. PROOF OF CLAIM, that in the manner of depositing and withdrawing funds an infant is in the same category with an adult, subject to the same obligations, equities, and offences.

I0018. PROOF OF CLAIM, that Subsection 166 INTERMEDDLING WITH ESTATES OF INFANTS. Anyone who intermeddles with the property of an infant without authority is liable therefor.

I0019. PROOF OF CLAIM, that anyone who intermeddles with the property of an infant, without authority, is liable to account therefor. Thus, an intermeddler maybe liable for rents and profits or for any injury to the infants estate, although he or she may not be liable for such injury if his or her administration is beneficial and he or she accounts fairly.

I0020. PROOF OF CLAIM, that such a person may be treated by the infant as his or her guardian or Bailee, although the relationship cannot be set up for his or

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infant's property makes the infant a ward of the court, which has broad powers and the duty to protect his or her interests.

I0022. PROOF OF CLAIM, that **the Courts of equity have general and inherent jurisdiction over the property of infants.** Primary jurisdiction over the estate of infants may, under constitutional or statutory provisions, be vested in the probate, county, district, or other specify court.

I0023. PROOF OF CLAIM, that the jurisdiction can be exercised only when the court has acquired jurisdiction as to the particular infant or subject matter. The commencement of a proceeding affecting the infant's property vest the court with jurisdiction over his or her estate, pursuant to which the court acts in loco parentis or as a guardian, and the infant becomes its ward. It is the duty of the court to safeguard the infant's property interests with great care. In the discharge of its duty the court is not bound by the pleadings of counsel, and may act on its own motion.

I0024. PROOF OF CLAIM, that after the jurisdiction of the court has attached, the court has broad, comprehensive and plenary powers over the estate of the infant. It may adjudicate the rights and equities of the infant and property, and it may cause to be done whatever may be necessary to preserve and protect the infant's estate. However, the exercising of such powers must be tempered with a reasonable limitations.

I0025. PROOF OF CLAIM, that the court cannot act in violation of constitutional or statutory limitations on its powers, or permit the impounding of the infants funds for the creation of a trust to deprive the infant of the right to the absolute enjoyment of the funds at majority.

I0026. PROOF OF CLAIM, that an infant is not competent to waive the statutory requirements enacted for his or her benefit and protection with respects to the manner in which the jurisdiction of the court may be exercised.

I0027. PROOF OF CLAIM, that Subsection 168 JURISDICTION OF COURTS

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- I0028. PROOF OF CLAIM, that a petition for emancipation of an infant must conform to the applicable statute. Such proceedings are generally commenced by petition in writing (denial of infancy).
- I0029. PROOF OF CLAIM, that the petition must state all the necessary jurisdictional requisites. It generally must state that the minor resides in the county in which the proceedings is brought, and that the minor is the managing his or her own affairs. A petition may however be sufficient without alleging that the relief sought will be in the interests of the minor.
- I0030. PROOF OF CLAIM, that it is sometimes require that the petition be sworn to by some person cognizant of the facts set out in the petition. On filing of a sufficient petition the jurisdiction of the court attaches.
- I0031. PROOF OF CLAIM, that process sometimes must be issued in a proceeding for "removal of the disabilities of an infant", as in other suits. Notices by publication of the filing a petition is sometimes required, but failure to do so is generally not a jurisdictional defect. Issuance or service of process may be waived.
- I0032. PROOF OF CLAIM, that Subsection 162 HEARING, DETERMINATION, AND JUDGMENT There must generally be a hearing on an application for the removal of a minor's disabilities at which such petition may be contested. The grant or refusal and the determination of an application is within the discretion of the court or judge (agency).
- I0033. PROOF OF CLAIM, that the judge, in ordering removal of minor's disabilities, has the implied authority to determine the existence of all facts on which the validity of the order depends. General rules governing evidence in civil proceedings ordinarily apply in proceedings for the removal of disabilities of infancy.
- I0034. PROOF OF CLAIM, that the removal of the disabilities of infancy by judicial emancipation is affected by a Decree, order, or judgment which must

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I0035. PROOF OF CLAIM, that where statutorily required, a certified copy of the Decree or order must be filed. The Decree or order, however, generally goes into effect immediately on its rendition, notwithstanding the failure to file it.

I0036. PROOF OF CLAIM, that IV. PROPERTY AND CONVEYANCES American law review digest, infants subsection 55, 56. Subsection 163 General considerations Generally, an infant may acquire property rights, and he or she cannot be deprived thereof except as provided by law.

I0037. PROOF OF CLAIM, that Generally, an infant may acquire property rights, but he or she is not regarded as capable of managing his or her property. Hence, the law does not entrust him or her with the custody or control of his or her estate.

I0038. PROOF OF CLAIM, that an infant may not be deprived of his or her property rights except in the molds provided by law. Also, an infant has no legal capacity irrevocably to abandon his or her property rights.

I0039. PROOF OF CLAIM, that Subsection 164 ADVERSE POSSESSION Generally, the statute of limitations, so far as to permit the acquisition of property by adverse possession, is suspended as against infants during their disability, or is otherwise restricted in its application.

I0040. PROOF OF CLAIM, that Statutes of limitations either do not begin to run against an infant until the obtaining of majority, or where infancy does not toll the statutes, the infant is allowed a statutory period after attaining majority to contest any adverse possessions which commence during infancy.

I0041. PROOF OF CLAIM, that the suspension of statutes of limitations against infants rest on expressed statutory provisions and not on the common law. An infant may acquire title by adverse possession in the same manner as an adult.

I0042. PROOF OF CLAIM, that Subsection 165 DEPOSIT AND

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to reclaim it at any time, and the person or institution so paying it to him or her assumes no risk in doing so.

I0044. PROOF OF CLAIM, that in the manner of depositing and withdrawing funds an infant is in the same category with an adult, subject to the same obligations, equities, and offences.

I0045. PROOF OF CLAIM, that Subsection 166 INTERMEDDLING WITH ESTATES OF INFANTS. Anyone who intermeddles with the property of an infant and this includes you, without authority is liable therefor. Anyone who intermeddles with the property of an infant, without authority, is liable to account therefor. Thus, an intermeddler maybe liable for rents and profits or for any injury to the infants estate, although he or she may not be liable for such injury if his or her administration is beneficial and he or she accounts fairly. Such a person may be treated by the infant as his or her guardian or Bailee, although the relationship cannot be set up for his or her own benefit against the infant owner.

I0046. PROOF OF CLAIM, that the court may order an infant's property to be applied to the maintenance of the infant where he or she is without other means of support or education; ask yourself "How can an INFANT OWN PROPERTY"?

I0047. PROOF OF CLAIM, that "An infant may acquire title by adverse possession in the same manner as an adult..

I0048. PROOF OF CLAIM, that statutes of limitations either do not begin to run against an infant until the attaining of majority₂ or, where infancy does not toll the statutes, the infant is allowed a statutory period after attaining majority to contest an adverse possession which commenced during infancy.₃

I0049. PROOF OF CLAIM, that the suspension of the statutes of limitations against infants rests on express statutory provisions and not on the common

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Tex.—Portwood v. Buckalew, 521 S.W.2d 904 (Tex. Civ. App. Tyler 1975),
writ refused n.r.e., (July 23, 1975).

3. La.—Doiron v. Schwing Lumber & Shingle Co., 251 So. 2d 506 (La. Ct. App. 1st Cir. 1971),
writ refused, 259 La. 903, 253 So. 2d 223 (1971).

Minn.—Voegele v. Mahoney, 237 Minn. 43, 54 N.W.2d 15 (1952).

Okla.—Richards v. Freeman, 1952 OK 174, 207 Okla. 100, 247 P.2d 731 (1952).

4. U.S.—Schauble v. Schulz, 137 F. 389 (C.C.A. 8th Cir. 1905).

Okla.—Pearson v. Hasty, 1943 OK 179, 192 Okla. 425, 137 P.2d 545, 147 A.L.R. 232 (1943).

I0050. PROOF OF CLAIM, that Corpus Juris Secundum 43 C.J.S. Infants § 248.

Transactions by infants with banks Number Digest infants ¹⁰⁷⁴ Infants may deposit funds in bank accounts and withdraw them as if they were adults.

I0051. PROOF OF CLAIM, that where an infant is in absolute and lawful possession of money as his or her own property, he or she has a right to deposit it in any place for safe-keeping, as in a bank.²

I0052. PROOF OF CLAIM, that he or she has a right to reclaim it at any time, and the person or institution so paying it to him or her assumes no risk in so doing..In the matter of depositing and withdrawing funds, an infant is in the same category with an adult,, subject to the same obligations, equities, and defenses..

Footnotes

1. Ind.—Smalley v. Central Trust & Savings Co., Newcastle, Ind., 72 Ind. App. 296, 125 N.E. 789 (1920).

Mo.—Phillips v. Savings Trust Co. of St. Louis, 231 Mo. App. 1178, 85 S.W.2d 923 (1935).

2. Mo.—Phillips v. Savings Trust Co. of St. Louis, 231 Mo. App. 1178, 85 S.W.2d 923 (1935).

3. Mo.—Phillips v. Savings Trust Co. of St. Louis, 231 Mo. App. 1178, 85 S.W.2d 923 (1935).

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5. N.J.—Mandell v. Passaic Nat. Bank & Trust Co., 18 N.J. Misc. 455, 14 A.2d 523 (Cir. Ct. 1940).
6. N.J.—Mandell v. Passaic Nat. Bank & Trust Co., 18 N.J. Misc. 455, 14 A.2d 523 (Cir. Ct. 1940).

I0053. PROOF OF CLAIM, whereas other State Supreme Courts have held these so-called “Revised Codes,” or however termed/styled, not to be the law of their respective States, the United States Code is any different from these other so-called “Revised Codes”; and, is the law of the United States of America. [See: In re Self v. Rhay, 61 Wash.2d 261, 264, 265, 377 P.2d 885 (1963); cf. Oakley v. Aspinwall, 3 N.Y. 547, 568; Village of Ridgefield Park v. Bergen Co. Bd. of Tax, 162 A.2d 132, 134, 135, 65 N.J.Super. 133 (1960), citing: State v. Burrow, 104 S.W. 526, 527, 119 Tenn. 376 (1907)]

I0054. PROOF OF CLAIM, all jurisdiction with; and of, the United States/UNITED STATES is not by “contract”; and, said contractual constraints are not binding upon ANY and ALL courts within said juridical constructs and the jurisdiction exercised therein.

I0055. PROOF OF CLAIM, the “Executive Power”; i.e., the administrative branch of Government; State and federal/national, as created, ordained, and established within the written document/instrument for its existence, is not limited and guided by the “law of the land.”

I0056. PROOF OF CLAIM, the “law of the land” and “due process of law” do not have the same meaning; and, the law intended by the Constitution; State and federal/national, is not the common-law. [See: State v. Doherty, 60 Maine 504, 509 (1872), which States: “The expressions ‘due process of law’ and ‘law of the land’ have the same meaning... The ‘law’ intended by the constitution is the common law that was handed down to us from our forefathers, as it existed and was understood and administered when that instrument was framed and adopted.”]

I0057. PROOF OF CLAIM, the “due process of law’ clause as expressly written

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I0058. PROOF OF CLAIM, the common-law is not the foundation of "due process of law." [See: 6 R.C.L., § 434, which States: "...it is clear that the common law is the foundation of which is designated as due process of law.']

I0059. PROOF OF CLAIM, "due process of law" and "the law of the land" does not declare that, **a Private Citizen**, cannot be deprived of his liberty or property unless by the judgment of his peers or the law of the land. [See: Constitution of/for the United States of America (1789, as amended 1791) article in amendment V; Thomas Cooley, Constitutional Limitations, 364 and notes].

I0060. PROOF OF CLAIM, "due process of law" and what constitutes same is determined by the "Legislative Power" of Government; State and/or federal/national, and specifically that as exercised by the General Assembly of the present existing Government of the United States within and/or through its Statutes; and, is not a restraint upon the legislative as well as the executive and judicial powers of Government. [See: Murray's Lessee v. Hoboken Imp. Co., 18 How (U.S.) 272, 276 (1855), which States: "It is manifest it was not left to the legislative power to enact any process which might be devised. The [due process] article is a restraint on the legislative as well as the executive and judicial powers of Government, and cannot be so construed as to leave congress free to make any process 'due process,' by its mere will."; State ex rel. v. Billings, 55 Minn. 466, 474 (1893)]

I0061. PROOF OF CLAIM, whereas the Congress of the federal Government is not free to make any process it deems fit as constituting "due process of law," the General Assembly of the United States is free to make any process it deems fit as constituting due process of law.

I0062. PROOF OF CLAIM, what constitutes "due process of law" is not to be ascertained by an examination of the settled usages and modes of proceeding in the common and statute laws of England before the immigration of The People to this land and adoption of any Constitution. [See:

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You will prove that this party has not attained the age of majority.

You will prove that this party does not have the right to be at liberty.

You will prove that your so-called US citizen is a natural person.

You will prove that the captioned name any you are complaint represented by all capital letters is a natural person, and not a legal person and/or legal name.

10011. What is meant by you will prove, is that your presumption of Law is hereby challenged, there is no foundational principle and presumption of Law. There is a foundational principle in an unrebutted affidavit, that there is no foundational principle for an unrebutted assumption, presumption. Just because you raise a point does it mean that another party is obligated to counter your point, if you raise a point it must be supported by facts and conclusions of law in the first instance or is construed in law as an invalid point. There must be validity to your claims, and yet you produce documents that are neither certified, backed by full faith and credit, which are facsimiles, copies, not evidence. And then you allow your so-called officers of your so-called courts to testify, to introduce evidence, and this contrary to the very same decisions handed down by your very same courts. For instance, an attorney, cannot testify, nor can an attorney introduce evidence into a case, you cannot do it on his behalf, and or on the behalf of another. Either he is an attorney, or he is a witness, but he cannot be both. If he offers testimony, the net testimony can be impeached, if he introduces evidence, that so-called evidence must be supported by facts and conclusions of law, not know so-called rules of evidence. The courts don't get to create rule, they are servants, can't create a rule that governs the people, there is no delegation of authority, and if there is please provide such with specificity, these rules that are

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10012. You have taken an oath, you are under oath while sitting in the capacity of your office, anything you say can and will be used against you under that oath of office, and it is under that oath that I will bring forth my claim against you, and we will continue my claim by introducing this into your courts and proceeding with an administrative remedy known as arbitration. You will have 10 calendar days from the date of receipt of this communication to respond, 10 calendar days whereby you will have to rebut each and every one of the accompanying governing "proof of claims" and/or provide facts and conclusions of law supporting your position. Your failure to do so will be construed as a violation of your old of office, acting in bad faith, and such would be construed as bad behavior during the commission of your duty of care of office.

...We said in Western Lawrence County Road Improvement District v. Friedman-D'Oench Bond Co., 162 Ark. 362, 258 S.W. 378, 382: 'At section 537 of Page on Contracts (2d Ed.), it is said: 'One who has entered into a contract which (**he or she**) might avoid because of personal incapacity, such as an infant, an insane person, a drunkard, and the like, has the election to affirm such contract, or to disaffirm it, and when (**he or she**) has exercised (**his or her**) election, with full knowledge of the facts, such election is final...An infant's contracts relating to personal rights or personality may be disaffirmed by him while (**he or she**) is still an infant.. 'The general rule, ... is that the disaffirmance of a contract made by an infant nullifies it and renders it void ab initio, ... and an infant may disaffirm contract during (**his or her**) minority or within a reasonable time after reaching (**his or her**) majority. The general rule, ... is that the disaffirmance of a contract made by an infant nullifies it and renders it void ab initio, and that the rights of the parties are to be determined as though the contract had not been made, the parties being restored to the status quo * * ... In 27 Am. Jur. Infants, § 11, p. 753; ...43 C.J.S. Infants § 76 c, at page 183; In 43 C.J.S. Infants § 75 b, at p. 171; 43 C.J.S. Infants § 75f, p. 176,

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security instrument noted above carries information of my name as well as other credentials that of no other person, **i** am the owner. That **i** have resigned as registered agent for the agency associated with this instrument, and did so by sending proper notification to Responsive parties. That **i** hereby withdraw any and all permissions extended to any and every party at any and every time to oversee my properties with reference to this instrument, my securities, and/or my interest, **i** am the true holder in due course, and disaffirm any and all contracts to the contrary.

i have attained the age of majority, **i** am competent, and capable of handling my own affairs and require/request that this be reflected in all records associated thereto/hereto immediately! **i** hereby of my own accord and in compliance with the Age of Majority Act and the associated local act[s] assume, commandeer, seize control of any and all accounts, assets, affairs associated with the minor account[s] and any and all primary account[s], heretofore, forthwith, retroactively, and perpetually.

The record shall reflect the attaining of the age of majority/adulthood, binding upon all jurisdictions, that **i** am a Native American, born in North America on the date indicated on the certificate of live birth, and this is my will, and **i** place this information as a Memorial of my will, and do so attesting under the organic Constitution of the United States of America, that the aforementioned information is accurate AND **i DO HEREBY ATTEST, DECLARE AS WELL AS AFFIRM THAT **i** HAVE NOTICE OF ESTOPPEL AND STIPULATION OF CONSTITUTIONAL CHALLENGE.**

This affidavit is completed with my hand sign, which shall serve as a self-authenticating notary i.e. evidence.

Sign your name here below the line not above.

Matthew D. Hall

ucc2-308

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RESPONDENTS/OFFEREE:

UNITED STATES
ATTORNEY GENERAL at
U.S. Department of Justice
950 Pennsylvania Avenue,
DC 20530-0001 Washington".

CLAIMANTS/OFFEROR:

Nathaniel-Hallman:Jr;
C/O; General-Post Office
520 Todd Branch Drive
Nation: "Columbia, South Carolina 29223",
United States Minor, Outlying Islands

Acting on behalf of:

THE STATE OF SOUTH CAROLINA
UNITED STATES TRUSTEE
UNITED STATES VITAL STATISTICS
UNITED STATES EXECUTIVE OFFICE OF THE PRESIDENT
UNITED STATES DEPARTMENT OF DEFENSE
UNITED STATES SECRETARY OF STATE
UNITED STATES DEPARTMENT OF THE INTERIOR
UNITED STATES DEPARTMENT OF AGRICULTURE
UNITED STATES SOCIAL SECURITY ADMINISTRATION
UNITED STATES DEPARTMENT OF TRANSPORTATION

February 07, 2020

IN THE MATTER OF: CONDITIONAL ACCEPTANCE FOR VALUE FOR PROOF OF CLAIM AS TO THE NATURE AND SOURCE OF THE LAW, VENUE, JURISDICTION, AUTHORITY, AND RELATIONSHIP THERETO; NATURE AND CAUSE OF PROCEEDINGS, PROCESSES, LAWFULNESS THEREOF, AND PROCEDURAL LEGALITY THEREIN; VALIDITY AND ENFORCEABILITY OF JUDGMENT(S), ORDER(S), WARRANT(S), UNLAWFUL IMPRISONMENT, AND THE LAWFULNESS THEREOF, POSSIBLE CONTRACT VIOLATION, FRAUD; ASSUMPTION OF DEBT, AND OTHER RELATED MATTERS AS ALL SUCH RELATE TO AND BEAR UPON INSTANT MATTER/CRIMINAL CASE/CIVIL CAUSE/ACTION UPON EXERCISE OF A RIGHT # (Nathaniel Hallman 3:19-cv-03089 MBS), BEING VOID AB INITIO.

"Statement of Purpose. The general court finds that the authority of the department of safety i.e. Department of Transportation/motor vehicles, THE UNITED STATES, the DISTRICT OF COLUMBIA, THE EXECUTIVE BRANCH, the UNITED STATES LEGISLATURE, the UNITED STATES COURTS is limited to only the commercial users of the public ways and that the corporate State employees have, by their silence, failed to fully inform the sovereign people of the United States of America that an automobile, a Trust, Legal Person has been confirmed by UCC 9-102, 9-109, to be "private property" defined as "**household goods**" and "**consumer goods**" **not for commercial use or for profit or gain.** Further, the courts have found that corporate public servants who ignore their accountability as mandated in Bill of Rights, have by their silence and failure to fully inform the sovereign people of the consequences arising from the corporate "offer to contract," is deemed silent deception and inducement by fraud."

Dear Messer Attorney General:

I. **INTRODUCTION**

1010.1012 You are to provide proof of claim as to the following, failure to provide proof of claim with specificities supported by evidence, facts and conclusions of common-law, shall result in an automatic forfeiture of all rights, privileges, immunities, and constitute a willful waiver and consent to the terms and conditions of this presentment in its entirety by the party failing to respond with specificity to each and every proof of claim/point of averment/question raised herein creating

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as to cease and desist in pursuing the matters contained herein, in this manner, conditioned upon Respondents tendering the requested Proofs of Claim.

1010.1014 The Undersigned seeks Proofs of Claim in the nature of discovery and validation of debt in exhausting the Undersigned's Private Administrative Process for remedy (in the nature of an article in amendment I Petition for Redress of Grievance, and article in amendment IX reservation for resolution and equitable settlement under necessity) from Respondents, within their respective offices, and requests the tender of these Proofs of Claim with respect to; inter alia, affidavits in support thereof which the United Attorney's Office for the South Carolina, by and through United States Attorney, within the court denoted within the above referenced **CIVIL/COMMERCIAL/Instant matter/Criminal Case/Civil Cause/Action upon exercise of a right** relied upon in its prosecution of the Undersigned, and thereby; and therein, established that the proceedings and processes ensuing therefrom ARE lawful, proper, valid, constitutional, and thereby; and therein, procedurally legal so that the Undersigned may determine that the court, and ALL parties participating/involved within the above referenced Instant matter/Criminal Case/Civil Cause/Action upon exercise of a right, did/not commit constitutional impermissible acts and misapplication of statutes/laws in this matter, and did establish upon the face of the record its jurisdiction in said **CIVIL/COMMERCIAL/Instant matter/Criminal Case/Civil Cause/Action upon exercise of a right** in accordance with and pursuant to due process of law or the law of the land; and the Undersigned was accorded proper and valid process and service therein, was complete and not fatally flawed.

1010.1015 Further, in-as-much, as the Undersigned is confused by the copyright symbol contained within what appears to be ALL books, codes, references, reporters, and the like dealing with "law", and such a symbol's use and employment in giving notice that the contents therein are the private property of the copyright owner, and the Undersigned freely admitting that the Undersigned has neither grant, franchise, license, NOR letters-patent to use said contents, NOR practice same; please be advised that ALL cites thereto, and excerpts therefrom, are used and employed herein merely for educational purposes; to show from where the Undersigned's present understanding and confusion inheres from; and, due to the depth of the matters with which this document attempts to cover, the Undersigned has provided the excerpts there from to facilitate and ease the time burdens of the Respondents which the Undersigned understands is precious and limited.

1010.1016 As the Undersigned wants, wishes and desires to resolve this matter as soon as possible, it is of "necessity" that the Undersigned can only to do so conditioned upon Respondents providing the requested; and required, Proofs of Claim which are set-forth herein below, to wit:

II. PROOFS OF CLAIM-

1010.1017 PROOFS OF CLAIM, whereas the concept behind a law implies a command; in order for, **a Private Citizen**, to be bound to obey and follow some law/command, there must not of necessity be an authority created and established within a specific source for said law/command to exist; and, must come not only from the source which has the authority to issue and enact said law/command. [See: Black & White Taxi Transfer Co. v. Brown & Yellow Taxi Transfer Co., 276 U.S. 518, 533; 72 L.Ed. 681, 38 S Ct 404 (1928), which States: "**Law in the sense in which the courts speak of it today, does not exist without some definite authority behind it.**"]

1010.1018 PROOF OF CLAIM, in order for the law of a specific source to have any binding force or effect over and upon, **a Private Citizen**, a Private Citizen, a relationship; which acts to subject, in

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1010.1020 PROOF OF CLAIM, in the absence/want of relationship between, **a Private Citizen**, and a specific source of authority for law, there does exist the authority within said source to issue and enact law of binding force or effect over and upon said man.

1010.1021 PROOF OF CLAIM, a child being a product of a parent and entirely dependent thereon, which creates and establishes a relationship between same, and in turn generates and establishes the authority within said parent to act over and upon said child as a source of authority, this same authority does and would extend over and upon a child which is not said parent's own due to lack/want of authority created and established by relationship existing between the parties.

1010.1022 PROOF OF CLAIM, the law of Jehovah the Living God (YHWH/JHVH) does not stand; and has not always stood, in pre-eminence in relation to **human, a Private Citizen**, law. [See: Borden v. State, 11 Ark. 519, 526 (1851), which States: "Man's laws are strength-less before Jehovah the Living God's Law, consequently a **human, a Private Citizen**, law, directly contrary to the law of Jehovah the Living God, would be an absolute nullity."]

1010.1023 PROOF OF CLAIM, the Law making authority of Jehovah the Living God (YHWH/JHVH), does not rest solidly and soundly upon the foundation of the relationship existing between Him **and, a Private Citizen**, as man's Creator and Provider. [See: 1 Blackstone Commentaries, § 38, p. 39, wherein Sir William Blackstone States; "Man, considered as a creature, must necessarily be subject to the laws of his Creator, for he is entirely a dependent being... Consequently, as, **a Private Citizen**, depends absolutely upon his Maker for everything, it is necessary that he should conform in all points to his Maker's will."]

1010.1024 PROOF OF CLAIM, there is not a higher loyalty man; and specifically the Undersigned owes in this world than loyalty to his country; which is to say, loyalty to Jehovah the Living God (YHWH/JHVH). [See: United States v. Seeger, 380 U.S. 163, 172, 13 L. Ed. 2d 733, 85 S Ct 850 (1965), which States: "There is a higher loyalty than loyalty to this country, loyalty to Jehovah the Living God."]

1010.1025 PROOF OF CLAIM, in accordance with the principle of "authority and law"; set-forth herein above, the fact does not emerge that true Lawful authority is derived from a relationship existent and established between the parties and not power, force, or wealth.

PROOF OF CLAIM, a State of despotism and/or tyranny does not exist in which authoritative law is sacrificed and abolished when law exists because; and through, force and power.

1010.1028 PROOF OF CLAIM, the fundamental concept of American Government; i.e., a Government, which is both de jure (Lawful), and de facto (Present/Established), is not that ALL political power which exist, resides in The People. [See: Constitution off/or the United States of America (1789, as amended 1791); Preamble; Art. I, § 2, cl. 1; Art. I, § 3, cl. 1.][...in pari materia to all other State constitutions.]

1010.1029 PROOF OF CLAIM, The sovereign political power of **The People (The People-** Common Community not individual) did not create a "Constitutional Entity" within their written (expressed) Constitution (contract); i.e., originally, in which they created, established, and ordained the general assembly: to which they delegated a "specific" portion of their political power thereto, and thereby:

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servants of the former ensuing from a contractual relationship created, ordained, and instituted through; and by, the instrument (Constitution) for the Government's creation and existence.

1011.1030 14. PROOF OF CLAIM, a codification - i.e., the process of collecting and arranging the laws of a country or State into a Code (a compilation of existing laws, systematic arrangement into chapters, subheads, table of contents, and index, and a revision to harmonize conflicts, supply omissions, and generally clarify and make complete a body of laws to regulate completely subjects to which they relate. [See: Gibson v. State, 214 Ala. 38, 106 So. 231, 235]; i.e., into a complete system of positive law, scientifically ordered, and promulgated (i.e., to publish; to announce officially; to make public as important or obligatory [See: Price v. Supreme Home of the Ancient Order of Pilgrims, 285 S.W. 310, 312 (Tex.Com.App.)]) by legislative authority of the statutes/laws of a State and/or the United States of America; and specifically the United States Code and specifically THE ACT OF MARCH 9TH, 1933 Proclamation 2038, 2039, 2040 AND Titles 4, 7, 11, 12, 15, 16, 18, 28, 31 and 42 USC; C.F.R., THE FEDERAL REGISTRY, thereof as employed and used within the above referenced alleged Instant matter/Criminal Case/Civil Cause/Action upon exercise of a right, is not a redrafting and simplification of the entire body of a statute which effects a revision, and a complete reStatement of the law which is then substituted - i.e. put in place of the former; exchanged, serving in lieu of and displaces and repeals the former law as it stood relating to the subjects within its purview. [See: MacLean v. Brodigan, 41 Nev. 468, 172 P. 375; Elite Laundry Co. v. Dunn, 126 W.Va. 858, 30 S.E.2d 454, 458]; and, is not drastically different in nature and scope than a mere compilation. [Fidelity & Columbia Trust Co. v. Meek, 171 S.W.2d 41, 43-44 (Ky. 1943), which States: "A compilation is merely an arrangement and classification of the legislation of a State in the exact form in which it was enacted, with no change in language. It does not require a legislative action in order to have the effect it is intended to have. A revision, on the other hand, contemplates a redrafting and simplification of the entire body of a statute. A revision is a complete reStatement of the law. It requires enactment by the legislature in order to be effective..."]

1012.1030 15. PROOF OF CLAIM, a "bill" passed by the general assembly/General Assembly of the United States of America; hereinafter "General Assembly"; in order to be in accord with and pursuant to constitutional provisions, must not be presented to the President for signature; or if returned by him with objections, must not be passed by a two-thirds vote of both Houses, in order for the "bill" to become law; or, if the President fails to return said "bill" within ten (10) days it thereby becomes law. [See: Constitution of/for the United States of America, Art. 1, § 7, cl. 1, 2, 3] [...in paia materia to all other State constitutions.]

1013.1030 16. PROOF OF CLAIM, these codifications/codes; and specifically The United States Code and specifically THE ACT OF MARCH 9TH, 1933 Proclamation 2038, 2039, 2040 AND Titles 4, 7, 11, 12, 15, 16, 18, 28, 31 and 42 USC; C.F.R., THE FEDERAL REGISTRY, thereof employed and used of affidavits in support thereof in the above referenced alleged Instant matter/Criminal Case/Civil Cause/Action upon exercise of a right, are not the products of some department, bureau, commission, committee, council, or some sub-whatever thereof, which represents in nature an entity created and established by the General Assembly; and, therefore is not a "un/non-constitutional legislative entity" created by statute and therefore is bound by constitutional provisions and prohibitions; and is not operating, functioning, and laboring outside, and foreign to, the Constitution; and, any semblance/appearance of constitutional restraint is not by virtue of statutory constraint; and, is not legislating and promulgating foreign law which is then passed off as that of the sole provided legislative power created, established, and ordained by express constitutional provisions provided by the sovereign political will of The People.

1014.1030 17. PROOF OF CLAIM, whereas the General Assembly's approval of a corporation's by-laws does not make nor constitute said by-laws those of the General Assembly, its approval of

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legislative entity" is not an act of adoption - i.e. to accept, appropriate; to make that ones own (property or act) which was not so originally - of said law; and, is in accordance with - i.e., complete accord with the spirit; substance; essence; object and law - and pursuant to - i.e., in compliance with the "forms" of law (legal) - the expressed sovereign political will of The People whom in the exercise thereof, created, established, and ordained the Government for the United States of America by their act evidenced by the Constitution.

1016.1030 19. PROOF OF CLAIM, these codifications/codes; and specifically The United States Code and specifically THE ACT OF MARCH 9TH, 1933 Proclamation 2038, 2039, 2040 AND Titles 4, 7, 11, 12, 15, 16, 18, 28, 31 and 42 USC; C.F.R., THE FEDERAL REGISTRY, ***thereof*** as employed/used and cited within the above referenced alleged Instant matter/Criminal Case/Civil Cause/Action upon exercise of a right, are not enacted (approved) into law by the General Assembly by a "single statute bill"; and, whereas the 1789, as amended 1791 Constitution expressly provides for every "bill" to be read at length on three (3) different days in each House before a final vote is taken on the 'bill,' and the Constitution of the Government of The United States of America, where or was revised to strike the reading at length requirement to read that every "bill" is to be considered - i.e., to fix the mind on, with a view to careful examination [See: ***East, a Private Citizen***, Kodak Co. v. Richards, 204 N.Y.S. 246, 248, 123 Miscel. 83]; to deliberate about and ponder over [See: People v. Tru-Sport Pub. Co., 291 N.Y.S. 449, 457, 160 Miscel. 628] - on three different days in each House, a reading of the "single statute bill" employed/used to enact these codifications/codes into law; and specifically the United States Code and specifically THE ACT OF MARCH 9TH, 1933 Proclamation 2038, 2039, 2040 AND Titles 4, 7, 11, 12, 15, 16, 18, 28, 31 and 42 USC; C.F.R., THE FEDERAL REGISTRY, ***thereof***, would not be a mandatory requirement; not just a mere option, in order to actually, and substantially accomplish the inherent meaning of the term/word "considered," and thereby meet and comply with this official duty and obligation imposed upon the members of the General Assembly as expressly provided for within this revised provision of their employment contract. [See: Constitution of the United States of America (1789, as amended 1791) Art. I, § 7, cl. 1, 2, 3; Harvey Walker, Law Making in the United States, N.Y., 1934, p. 272, which States: "The usual practice is to introduce the revision [of statutes] as a single bill. Obviously, however, the members of the legislature cannot give such a comprehensive measure adequate consideration. It is almost as difficult for a committee to do so."] [...in pari materia to all other State constitutions.]

1017.1030 20. PROOF OF CLAIM, the Constitution of the UNITED STATES OF AMERICA was not revised at Article I, § 7, cl. 1, Form of bills - revised to allow the use of a "bill" embracing more than one subject and title to be enrolled as a single statute "bill," and at Article I, § 7, cl. 2, Consideration of bills - revised to remove the requirement that "Every bill shall be read at length on three different days in each House;" in part because of the sheer enormity, difficulty, and impossibility of complying with such prior provisions in enacting (approving/adopting) these codifications/ codes; and specifically the United States Code and specifically THE ACT OF MARCH 9TH, 1933 Proclamation 2038, 2039, 2040 AND Titles 4, 7, 11, 12, 15, 16, 18, 28, 31 and 42 USC; C.F.R., THE FEDERAL REGISTRY, ***thereof***, into law; and, this practice does not constitute and equate to mere "convenience"; and, these prior constitutional provisions do not tacitly; if not expressly, Declare and Affirm that neither this present day practice, mode, NOR basic concept employed/used by the General Assembly in enacting these codifications/codes into law; and specifically the United States Code and /or specifically THE ACT OF MARCH 9TH, 1933 Proclamation 2038, 2039, 2040 AND Titles 4, 7, 11, 12, 15, 16, 18, 28, 31 and 42 USC; C.F.R., THE FEDERAL REGISTRY, ***thereof***, is in accordance with and pursuant to proven, acceptable, traditional, and customary usages, NOR constitutional methods of law making. [See: Harvey Walker, supra, ibid, at 19, which States: "Many revised statute bills are voted through only for the

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upon the above referenced alleged Instant matter/Criminal Case/Civil Cause/Action upon exercise of a right. [See: State v. Mauer, 164 S.W. 551, 552, 255 Mo. 152 (1914), which States: ". . . revisers have no legislative authority, and are therefore powerless to lessen or expand the letter or meaning of the law."]

1019.1030 22. PROOF OF CLAIM, a title, and enacting clause, and a body are not essentials to the form and style of all valid law, whether by express constitutional provisions; or, by fundamental concepts, requisites, solemnities, and proven usages from tradition and custom as practiced by Lawful societies in ALL centuries. [See: Harvey Walker, *supra*, *ibid.* at 19, p. 316, which States: "The three essential parts of every bill or law is: (1) the title, (2) the enacting clause, and (3) the body."]

1020.1030 23. PROOF OF CLAIM, the enacting clause: and necessity for it, is not to give it jurisdictional identity and constitutional authenticity - ensuing from the sole legislative power as constitutionally created and provided for through express constitutional provisions reflecting the sovereign political will of The People - whether prescribed therein or not; and, is not to establish the act; and, is not to give it permanence, uniformity and certainty; and, is not to provide evidence of its legislative nature; and, is not to prevent in adventure, possible mistake, and fraud. [See: *Joiner v. State*, 155 S.E.2d 8, 10, 223 Ga. 367 (1967), NOTE: This case/cause arose in Georgia, **a** State whose Constitution contains no express provisions for the use and employment of an enacting clause just as the United States Constitution does not contain such an express provision; *Ferrill v. Keel*, 151 S.W. 269, 272, 105 Ark. 380 (1912); *State v. Reilly*, 95 Atl. 1005, 1006, 88 N.J.Law 104 (1915); Harvey Walker, *supra*, *ibid* at 19, p. 346, which States: "The enacting clause is a short formal Statement, appearing after the title, indicating that all which follows is to become law, and giving the authority by which the law is made. There is no excuse for not using it."; Title 1 USC § 101] [...and pari materia to all other State constitutions.]

1021.1030 24. PROOF OF CLAIM, an enacting clause is not mandatory for a law to have authority behind it.

1022.1030 25. PROOF OF CLAIM, whereas the employment and usage of an enacting clause has an ancient and time honored history of usage in law making, its employment and use upon the face of each and every law validly enacted by the General Assembly of The United States of America and then made law in accordance with and pursuant to constitutional provisions, is not absolutely necessary and mandatory for a law to have any binding force or effect over and upon, **a Private Citizen**, subject to the source of authority for the laws existence. [See: 73 Am.Jur.2d, Statutes, § 93, which States: "The almost unbroken custom for centuries has been to preface laws with a Statement in some form declaring the enacting authority. The purpose of an enacting clause of a statute is to identify it as an act of legislation by expressing on its face the authority behind the law."; *Sjoberg v. Security Savings & Loan Ass'n*, 73 Minn. 203, 212-213 (1898), which States: "Written laws, in all times and all centuries, whether the edicts of absolute monarchs, decrees of King and Council, or the enactments of representative bodies, have almost invariably, in some form, expressed upon their face the authority by which they were promulgated or enacted. The almost unbroken Custom for Centuries has been to preface laws with a Statement in some form declaring the enacting authority."; *State v. Burrow*, 104 S.W. 526, 529, 119 Tenn. 376 (1907), which States: "The propriety of an enacting clause in conformity to this ancient usage was recognized by several States of the Union after the American Revolution, when they came to adopt constitutions for their Governments, and without exception, so far as we can ascertain, express provision was made for the form to be used by the legislative department of the State in enacting laws."; cf. Title 1 USC § 101; *Commonwealth v. Illinois Cent. R. Co.*, 170

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may be prescribed by rule. In this respect much must depend on usage." 82 C.J.S., Statutes, § 65, p. 104, which States: "Although there is no constitutional provision requiring an enacting clause, such a clause has been held to be requisite to the validity of a legislative enactment."; Harry Bettenson, Documents of the Christian Church, 2nd ed., Oxford Univ. Press, 1963, p. 65; Select Documents of the English Constitutional History, edited by G. Adams and H. Stephens, MacMillian Co., London, 1926, p. 68, 124; Thorpe, Federal and State Constitutions, Washington, 1909, vol. I, p. 46; (George III, 1792) 32 George III.c.60; Documents of American History, edited by Henry S. Cummager, Appleton, N.Y., 1949, p.13, op. cit., p. 40]

1023.1030 26. PROOF OF CLAIM, a motion by a member of either House of the General Assembly to strike out the enacting clause of a "bill" is not the most common method adopted to kill a "bill" and prevent its becoming law; and as such, does not reveal the necessity, importance, and value of an enacting clause in relation to what is able to become law, is considered law, and is law. [See: Nevada v. Rogers, 10 Nev. 250, 255, 256 (1875); approved: Caine v. Robbins, 131 P.2d 516, 518, 61 Nev. 416 (1942)]

1024.1030 27. PROOF OF CLAIM, the enacting clause does not go to the substance – i.e., essence; the material or essential part of a thing, as distinguished from mere "form"; its spirit, worth, and value of a law; and therefore, does not have substantial - i.e., importance; considerable value; real as opposed to imaginary; solid; true; not merely nominal validity creating, enacting, and promulgating law. [See: Morgan v. Murray, 328 P.2d 644, 654 (Mont. 1958), which States: "The enacting clause of a bill goes to the substance of that bill, it is not merely procedural."]

1025.1030 28. PROOF OF CLAIM resolutions; and specifically as this matter may pertain to the actual method employed/used in "enacting" the United States Code and/or specifically THE ACT OF MARCH 9TH, 1933 Proclamation 2038, 2039, 2040 AND Titles 4, 7, 11, 12, 15, 16, 18, 28, 31 and 42 USC; C.F.R., THE FEDERAL REGISTRY, thereof into law, do have any force or effect as law; and, are not merely expressions of opinion; and alteration of the rules; or a vote of thanks or of censure as to a given matter, the subject-matter of which would not properly constitute a statute, and which has only a temporary effect on such matters, whereas a law, is intended to permanently direct and control matters. [See: Scudder v. Smith 331 Pa. 165, 200 A. 601, 604; McDowell v. People, 68 N.E. 379, 204 Ill. 499; Conley v. Texas Division of United Daughters of the Confederacy, Tex.Civ.App. 164 S.W. 24, 26; Ex parte Hague, 104 N.J.Eq. 31, 144 A. 546, 559; Chicago & N.P.R. Co. v. City Of Chicago, 51 N.E. 596, 598 (Ill. 1898; Village of Altamont v. Baltimore & O.S.W. Ry. Co., 56 N.E. 340, 341, 184 Ill. 47; Van Hovenberg v. Holeman, 144 S.W.2d 718, 721, 261 Ark. 370 (1940); 73 Am.Jur.2d, Statutes, § 3, p.270, cases cited.]

1026.1030 29. PROOF OF CLAIM, the Judicial Branch of the national Governments, working from the Constitution for the United States of America; which contains no express provision for the use and employment of an enacting clause in the form of its "bills/laws"; nevertheless, did not determine, hold, and forever establish the necessity for; and mandatory employment and use of an enacting clause upon the face of each and every law in the matter of "In re Seat of Government," wherein the Supreme Court for Washington Territory in considering an Act to move the seat of Government; which contained no enacting clause, and said territory having no Constitution of its own; and therefore, generally governed by that for the United States of America held said Act invalid for want of an enacting clause. [See: In re Seat of Government, 1 Wash. Ter. 115, 123 (1861), which States: "Strip this act of its outside appendages, leave it 'solitary and alone,' is it possible for any **human, a Private Citizen**, being to tell by what authority the seat of Government of Washington Territory was to be removed from Olympia to Vancouver? The [...] fact that the constitutions of so many States, made and perfected by the wisdom their greatest legal lights, contain a Statement of an enacting clause, in which the power of the ~~enacting authority is incorporated in to our minds a strong and powerful argument of its~~

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1027.1030 30. PROOF OF CLAIM, whereas; and specifically as this relates to and bear upon the United States Code and/or specifically THE ACT OF MARCH 9TH, 1933 Proclamation 2038, 2039, 2040 AND Titles 4, 7, 11, 12, 15, 16, 18, 28, 31 and 42 USC; C.F.R., THE FEDERAL REGISTRY, *thereof*, only "bills" exist within the General Assembly; and, no "bill" shall become "law" except by a vote of a majority; and, every "bill" which passes both Houses of the General Assembly shall be presented to the President for signature (authentication); and, every "bill" he approves shall become "law" and, whereas the Maxim of Law States: "A law is not obligatory unless it be promulgated," the usage and employment of an enacting "upon the face" of every law is not mandatory, and does not apply to "bills" as they make their way through the General Assembly; and, are not required "upon the face" of every law when and as published; and, can be removed from laws in their published/promulgated form as is the case with laws appearing within the United States Code and specifically THE ACT OF MARCH 9TH, 1933 Proclamation 2038, 2039, 2040 AND Titles 4, 7, 11, 12, 15, 16, 18, 28, 31 and 42 USC; C.F.R., THE FEDERAL REGISTRY, thereof; and, 'on its face' does not mean to be in the same plain of view; and, this requirement of an enacting clause to be on the face of all laws; from conception and gestation as "bills," to birth in published/promulgated form as laws, is not made clear by authorities of law. [See: State v. Naftalin, 74 N.W.2d 249, 261, 246 Minn. 181 (1956); Cunningham v. Great Southern Life Ins. Co., 66 S.W.2d 765, 773 (Tex.Civ.App.), which States: "Face has been defined as the surface of anything; especially the front, upper, or outer part of surface; that which particularly offers itself to the view of a spectator." cf. In re Stoneman, 146 N.Y.S. 172, 174, which States: 'The face of an instrument is shown by the language employed without any modification or addition from extrinsic facts of evidence.']

1028.1030 31. PROOF OF CLAIM, whereas a law if 'promulgated' by its being printed, published and made available or accessible by a public document such as an official Statute and/or Code Book as; e.g., the United States Statutes at Large and/or the United States Code, the removal and absence of this essential, necessary, and, mandatory requisite for the enacting clause to be "on its face" of the law in its promulgated/published form does not apply to its appearance within said "official books"; and, can be in some other record book; and, its removal or otherwise mysterious absence from said book as in the United States Code is therefore a valid and lawful publication/promulgation of the law of the United States of America. [See: Preckel v. Byrne, 243 N.W. 823, 826, 62 N.D. 356 (1932), which States: "The purpose of an enacting in legislation is to express in the face of the legislation itself the authority behind the act and identify it as an act of legislation." State v. Burrow, 104 S.W. 526, 529, 119 Tenn. 376 (1907), which States: "The purpose of provisions of this character [enacting clauses] is that all statutes may bear upon their faces a declaration of the sovereign authority by which they are enacted and declared to be the law, and to promote and preserve uniformity in legislation. Such clauses also import a command of obedience and clothe the statute with a certain dignity, believed in all times to command respect and aid in the enforcement of law."; People v. Dettenhalwer, 77 N.W. 450, 451, 118 Mich. 595 (1898), citing: Swan v. Bank 40 Miss. 268 (1866), which States: "It is necessary that every law should show on its face the authority by which it is adopted and promulgated, and that it should clearly appear that is intended by the legislative power that enacts it that it should take effect as law."; Sjoberg v. Security Saving & Loan Ass'n, 73 Minn. 203, 213, 75 N.W. 1116 (1898), which States: "If an enacting clause is useful and important, if it is desirable that laws shall bear upon their face the authority by which they are enacted, so that people who are to obey them need not search legislative and other records to ascertain the authority..."; Vinsant, Adm'x v. Knox 27 Ark. 266, 284, 285 (1871), which States: "[A] legislative act, when made, should be a written expression of the legislative will, in evidence, not only of the passage, but of the authority of the law-making power, is nearly or quite a self-evident proposition. Likewise, we regard it as necessary that every act, thus expressed, should show on its face the authority by which it was enacted and promulgated, in order that it should clearly appear, upon simple inspection of the written law, that it was intended by the legislative power, which enacted it, that it should take effect as law. These relate to the legislative authenticity of the legislative will. These are features

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face of the laws/statutes contained within the published form known as the United States Code; and/or specifically THE ACT OF MARCH 9TH, 1933 Proclamation 2038, 2039, 2040 AND Titles 4, 7, 11, 12, 15, 16, 18, 28, 31 and 42 USC; C.F.R., THE FEDERAL REGISTRY, thereof, are met, achieved, and accomplished; and, are in full accordance with and pursuant to the fundamental requirements, requisites, solemnities, concepts, and proven usages of tradition and custom, and fundamental constitutional law-making; and, are the valid and lawful laws/statutes of the United States of America.

1030.1030 33. PROOF OF CLAIM, the publication/promulgation of a statute/law within the United States Code; and/or specifically THE ACT OF MARCH 9TH, 1933 Proclamation 2038, 2039, 2040 AND Titles 4, 7, 11, 12, 15, 16, 18, 28, 31 and 42 USC; C.F.R., THE FEDERAL REGISTRY, ***thereof***, which remove and or otherwise omit the enacting clause(s); as well as all titles, and are then cited within and upon the face of the affidavits in support thereof, for a criminal/public offense, that said statute/law is not void for lack/want of said clause; and title, and thereby; are therein, representing an invalid and un-lawful publication/promulgation of said statute/law; and, said documents therefore, do charge a valid and lawful offense. [See: Joiner v. State, 155, S.E.2d 8, 10, 223 Ga. 367 (1967), in which the Supreme Court of Georgia; a State whose Constitution contains no express provision for using and employing enacting clauses upon the face of "bills/laws"; nevertheless, in considering an act containing no enacting clause, held the act to be: "...a nullity and of no force and effect as law.", for its lack/want of an enacting clause.; cf. Walden v. Town of Whigham, 48 S.E. 159, 120 Ga. 646 (1904); In re Swartz, 27 P. 839, 840, 47 Man. 157 (1891), which States: "The publication of an act of the legislature, omitting the enacting clause or any other essential part thereof, is no publication in law. The law not being in force when the indictment was found against the petitioner, nor when the acts complained of therein were done, the petitioner could not have been guilty of any crime under its provisions, and is therefore entitled to his discharge."; State v. Kearns, 623 P.2d 507, 509, 229 Kan. 207 (1981), which States: "In [the case of] In re Swartz, Petitioner, 47 Kan. 157, 27 P. 839 (1891), this court found the act in question was invalid because it had been mistakenly published without an enacting clause. We again adhere to the dictates of the opinion."; Ruling Case Law, vol. 25, Statutes, § 133, p. 884, citing: L.R.A. 1915B, p. 1065, which States: "The publication of a statute without the enacting clause is no publication."; Commonwealth v. Illinois R. Co., 170 S.W. 171, 175, 160 Ky. 745 (1914), which States: "It will be noticed that the act does not contain an enacting clause.... The alleged act or law in question is unnamed; it shows no sign of authority; it carries with it no evidence that the General Assembly or any other lawmaking power is responsible or answerable for it."]

1031.1030 34. PROOF OF CLAIM, the United States Code; and/or specifically THE ACT OF MARCH 9TH, 1933 Proclamation 2038, 2039, 2040 AND Titles 4, 7, 11, 12, 15, 16, 18, 28, 31 and 42 USC; C.F.R., THE FEDERAL REGISTRY, ***thereof***, is not only "prima facie evidence" of the law of The United States of America.

1032.1030 35. PROOF OF CLAIM, an act of the General Assembly to enact the United States Code; and/or specifically THE ACT OF MARCH 9TH, 1933 Proclamation 2038, 2039, 2040 AND Titles 4, 7, 11, 12, 15, 16, 18, 28, 31 and 42 USC; C.F.R., THE FEDERAL REGISTRY, thereof, into "positive law," i.e., a general designation for a law that is actually ordained or established, under ***human, a Private Citizen***, sanctions, as distinguished from the law of nature or natural law [See: Bouvier's Law Dictionary, Banks-Baldwin Law Pub., Cleveland 1948, p. 955] does change or effect anything regarding the nature of the statute/law contained therein aside from its weight of evidence; i.e., as "legal evidence," of the law therein. [See: United States v. Zuger, 602 F.Supp. 889, 891 (1984); Ryan v. Bilby, 764 F.2d 1325, 1328 (C.A. 9 (Ariz.) 1985)]

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1034.1030 37. PROOF OF CLAIM, any enactment of the United States Code; and/or specifically THE ACT OF MARCH 9TH, 1933 Proclamation 2038, 2039, 2040 AND Titles 4, 7, 11, 12, 15, 16, 18, 28, 31 and 42 USC; C.F.R., THE FEDERAL REGISTRY, thereof, into "positive law" is not solely a designation which declares and translates to the contents therein having undergone extra proofreading and checking to remove the errors, inconsistencies ("jokers"), and unwise provisions.

1035.1030 38. PROOF OF CLAIM, "legal evidence" is not a general term for most types of evidence which includes "prima facie evidence," "circumstantial evidence," and even "hearsay evidence" when relevant to an issue. [See: Hornick v. Bethlehem Mines Corp., 161 A. 75, 77, 307 Pa. 264; Oko v. Krzyzanowski, 27 A.2d 414, 419, 150 Pa. Super. 205]

1036.1030 39. PROOF OF CLAIM, the "greatest evidence" of a true law is not one, which contains and carries upon its face a valid enacting clause.

1037.1030 40. PROOF OF CLAIM, the United States Code; and/or specifically THE ACT OF MARCH 9TH, 1933 Proclamation 2038, 2039, 2040 AND Titles 4, 7, 11, 12, 15, 16, 18, 28, 31 and 42 USC; C.F.R., THE FEDERAL REGISTRY, thereof, was in fact validly enacted as a statute(s)/law(s) and can be construed as such.

1038.1030 41. PROOF OF CLAIM, the drafting of a "bill"; or a "resolution" by the General Assembly to enact the United States Code; and specifically THE ACT OF MARCH 9TH, 1933 Proclamation 2038, 2039, 2040 AND Titles 4, 7, 11, 12, 15, 16, 18, 28, 31 and 42 USC; C.F.R., THE FEDERAL REGISTRY, thereof, into law; or 'positive law,' does factually and substantially render same law simply because the General Assembly says it is; and, that the General Assembly did in fact draft a "bill" for such purpose, and did not rather draft and employ/use resolution for such a purpose. [See: Cane v. Robbins, 131 P.2d 516 518 (Nev. 1942), which States: "[N]othing becomes a law simply and solely because men who possess the legislative power will that it shall be, unless they express their determination to that effect, in the mode pointed out by the instrument which invests them with power, and under all the forms which that instrument has rendered essential."; Vinsant Adm'x v. Knox, 27 Ark. 266, 277 (1871), which States: "These rules and solemnities, whether derived from the common law or prescribed by the Constitution, which are of the essentials of lawmaking, must be observed and complied with, and, without such observance and compliance, the will of the legislature can have no validity as law."]

1039.1030 42. PROOF OF CLAIM, a single enacting clause employed in the publication/promulgation of the United States Code; and/or specifically THE ACT OF MARCH 9TH, 1933 Proclamation 2038, 2039, 2040 AND Titles 4, 7, 11, 12, 15, 16, 18, 28, 31 and 42 USC; C.F.R., THE FEDERAL REGISTRY, **thereof**, is sufficient for the entire text of this multi-volume, multi-subject, and diverse Code; and, such; if not cited from the "Session/Pamphlet Laws", can be called and considered valid law.

1040.1030 43. PROOF OF CLAIM, whereas all "bills" of the General Assembly must be presented to the President for signature for them to become laws, ALL of the single statute "bills" employed/used for the enactment into law; or 'positive law,' of the "Codification/Code" published/promulgated as the United States Code; and/or specifically THE ACT OF MARCH 9TH, 1933 Proclamation 2038, 2039, 2040 AND Titles 4, 7, 11, 12, 15, 16, 18, 28, 31 and 42 USC; C.F.R., THE FEDERAL REGISTRY, thereof, were in fact so presented to any President; and, were signed (authenticated) by any President, and therefore, were validly; and lawfully ordained and established as law(s).

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the existing general statutes for which it was handed over statutory authority in 1974 to publish an "official publication" of the United States Code, is not operating/functioning as a "un/non-constitutional legislative entity"; and, is not operating or functioning as a foreign corporate entity representing the source of authority for the existence of statute(s)/law(s) known as the United States Code, in the capacity of an "administrative law agency" administering the corporate affairs and public of that which created it by statute.

1043.1030 89. PROOF OF CLAIM, these alleged statute(s)/law(s) of this "un/non-constitutional legislative entity"; i.e., the Legislative Reference Bureau, operating/functioning as a foreign corporate "administrative law agency" are not by nature the private "by-laws" of a "corporation" for the administration of its internal Government and public; and, are binding and of force or effect over and upon the private, non-enfranchised, and non-assumpsit's thereto; and therewith, living, breathing, flesh-and-blood man or woman, i.e. a natural person/man or woman; and, as such, are not ultimately governed by, through, and within the realm of commercial law as adopted and codified within The United States Code thereby; and therein, representing commercial law for operating/functioning in commerce.

1044.1030 90. PROOF OF CLAIM, whereas the Constitution for the United States of America at Article I, Section 8 and 10 clearly prohibits the Congress from printing and issuing Federal Reserve Notes as it is a constitutional entity, or purportedly so, and its actions are limited thereby; and therein, a corporation or trust is not; e.g., the Federal Reserve System, created by Congressional Act in 1913, and as a "un/non-constitutional Congressional entity" without the Constitution, and therefore not bound NOR encumbered by said document/instrument, may proceed to print and issue money (currency) which would be an unconstitutional form of money for Congress; restrained as it is, by the instrument/document of its creation, these "un/non-constitutional legislative entities"; e.g., the Legislative Reference Bureau, and the alleged statute(s)/law(s) they create/generate is not a "un/non-constitutional" issue having no nexus with the Constitution; and, the binding force or effect of said statute(s)/law(s) is not established/created solely from; or by, contract between the parties; which, once silent judicial notice of said contract is taken by the presiding judge, whether real or presumed, expressed or implied, revealed or unrevealed, therein operates/functions to bind the "named" US citizen in the case/cause; and specifically the "named" US citizen within the above referenced alleged Instant matter/Criminal Case/Civil Cause/Action upon exercise of a right, to the alleged/charged violation(s) of Statute(s)/law(s) cited within and specifically within the above referenced alleged Instant matter/Criminal Case/Civil Cause/Action upon exercise of a right, unless said judicial presumption of a contract is rebutted.

- a. Please note that although it is the United States Treasury Department who prints the so-called Federal Reserve notes, these notes have no value and are not backed by anything-

"Federal Reserve notes are not redeemable, and receive no backing by anything. This has been the case since 1933. The notes have no value for themselves," this is taken from the official website of the United States financial expert, the United States Department of the Treasury whose job it is to print the money to be utilized by the public, and note how they say that since the government declared bankruptcy in 1933 their notes have had no value.

An official website of the United States Government

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1010.10501 91. PROOF OF CLAIM, where an American US citizen before an American court, charged with the violation of a statute/law of the French Parliament, to which he mounts a defense upon an "unconstitutional" issue of a law violating his alleged 4th and 5th Amendment rights, and its being repugnant to the Constitution, the presiding judge would have committed an "error in judgment" were s/he to hold that said law (regardless of how apparently corrupt and fascist this holding may seem to paint said court and judge) is not "unconstitutional"; and, such a holding and Statement of the judge is not a tacit affirmation on the part of said judge that the matter was improperly presented as an "unconstitutional issue" when it should have been presented as a "un/non-constitutional" issue; i.e., a law outside and foreign to the Constitution, which would have acted to focus upon and address the nature of said law and the lack/want of relationship (contract or otherwise) existing between said US citizen and the source of authority for the existence of said law to which; for said lack/want of relationship, said US citizen has no duty NOR obligation to follow, comply with, NOR obey.

1010.10501 92. PROOF OF CLAIM, whereas the issue of a trial or hearing exists when the plaintiff and US citizen arrive at some specific or matter in which one affirms and the others denies [See: Black's Law Dictionary, 2nd Ed., West Publishing, 1910, p.657], a court does not create the issue by asking the "named" US citizen how he disputes to the charges.

1010.10502 93. PROOF OF CLAIM, if there is a statute/law within and upon the face of a charging document/instrument which alleges/charges a violation of an unconstitutional statute/law, or is from another State, or legal entity, or even a "un/non-constitutional legislative entity," such as those statutes/laws cited from the United States Code and specifically THE ACT OF MARCH 9TH, 1933 Proclamation 2038, 2039, 2040 AND Titles 4, 7, 11, 12, 15, 16, 18, 28, 31 and 42 USC; C.F.R., THE FEDERAL REGISTRY, thereof within and upon the face of the affidavits in support thereof within the above referenced alleged Instant matter/Criminal Case/Civil Cause/Action upon exercise of a right, a US citizen; and specifically the "named" US citizen within the above referenced alleged Instant matter/Criminal Case/Civil Cause/Action upon exercise of a right, in the act of entering a ***plea or verdict*** thereto; and therein, does not thereby; and therein, admit to the geniuses of said "charging document/instrument (Indictment); and, does not admit to the validity of the statute(s)/law(s) cited therein; and, does not thereby form the issue for trial which would exist even without a plea, ***and*** without which there would be anything before the court or jury for trial. [See: Frisbe v. United States, 157 U.S. 160, 165; 39 L.Ed. 657 (U.S.La. 1895), which States: "The very act of pleading to it [an indictment] admits its geniuses as a record.", Koscielski v. State, 158 N.E. 902, 903 (Ind. 1927), which States: "The plea forms the issue to be tried, without which there is nothing before the court or jury for trial."; cf. Andrews v. State, 146 N.E. 817, 196 Ind. 12 (1925); State v. Acton, 160 A. 217, 218 (N.J. 1932); United States v. Aurandt, 107 P. 1064, 1065 (N.M. 1910)]

1010.10503 99. PROOF OF CLAIM, whereas other State Supreme Courts have held these so-called "Revised Codes," or however termed/styled, not to be the law of their respective States, the United States Code is any different from these other so-called "Revised Codes"; and, is the law of the United States of America. [See: In re Self v. Rhay, 61 Wash.2d 261, 264, 265, 377 P.2d 885 (1963); cf. Oakley v. Aspinwall, 3 N.Y. 547, 568; Village of Ridgefield Park v. Bergen Co. Bd. of Tax, 162 A.2d 132, 134, 135, 65 N.J.Super. 133 (1960), citing: State v. Burrow, 104 S.W. 526, 527, 119 Tenn. 376 (1907)]

1010.10504 100. PROOF OF CLAIM, all jurisdiction with; and of, the United States/UNITED STATES is not by "contract"; and, said contractual constraints are not binding upon ANY and ALL courts within said juridical constructs and the jurisdiction exercised therein.

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constitution is the common law that was handed down to us from our forefathers, as it existed and was understood and administered when that instrument was framed and adopted.”]

1010.10507 103. PROOF OF CLAIM, the “due process of law’ clause as expressly written within the Constitution for the United States of America, does not make and establish the common-law the “law of the land.” [See: U.S. Const. 4th Amendment; Walter Anderson, A Treatise on the Law of Sheriffs, Coroners, and Constables, vol. I, § 166, p. 160 (1941), which States: “Heed should ever be paid to the voice of common law as it has echoed down through the ages, loudly proclaiming in the interests of the rights of the citizen, that it must not be forgotten that there can be no arrests without due process of law...”]

1010.10508 104. PROOF OF CLAIM, the common-law is not the foundation of “due process of law.” [See: 6 R.C.L., § 434, which States: “...it is clear that the common law is the foundation of which is designated as due process of law.’]

1010.10509 105. PROOF OF CLAIM, “due process of law” and “the law of the land” does not declare that, a **Private Citizen**, cannot be deprived of his liberty or property unless by the judgment of his peers or the law of the land. [See: Constitution off/or the United States of America (1789, as amended 1791) article in amendment V; Thomas Cooley, Constitutional Limitations, 364 and notes].

1010.105010 106. PROOF OF CLAIM, “due process of law” and what constitutes same is determined by the “Legislative Power” of Government; State and/or federal/national, and specifically that as exercised by the General Assembly of the present existing Government of the United States within and/or through its Statutes; and, is not a restraint upon the legislative as well as the executive and judicial powers of Government. [See: Murray’s Lessee v. Hoboken Imp. Co., 18 How (U.S.) 272, 276 (1855), which States: “It is manifest it was not left to the legislative power to enact any process which might be devised. The [due process] article is a restraint on the legislative as well as the executive and judicial powers of Government, and cannot be so construed as to leave congress free to make any process ‘due process,’ by its mere will.”; State ex rel. v. Billings, 55 Minn. 466, 474 (1893)]

1010.105011 107. PROOF OF CLAIM, whereas the Congress of the federal Government is not free to make any process it deems fit as constituting “due process of law,” the General Assembly of the United States is free to make any process it deems fit as constituting due process of law.

1010.105012 108. PROOF OF CLAIM, what constitutes “due process of law” is not to be ascertained by an examination of the settled usages and modes of proceeding in the common and statute laws of England before the immigration of The People to this land and adoption of any Constitution. [See: Twining v. New Jersey, 211 U.S. 78, 100 (1908)]

1010.105013 109. PROOF OF CLAIM, the “due process of law” clause; i.e., the common-law as defined herein above, does not govern what the law on arrest is in the land; and, where it exists, the most statutes can be; and specifically as contained within the United States Code, is not declaratory of the common-law; and, if there is no direct language in the constitution of a State; and specifically as this relates to and bears upon said Constitution of the United States of America, directing what procedure or process is to be followed, the common-law; made the “law of the land” through the due process clause of the national/federal Constitution, is not to be the “due process of law” followed and enforced within the States as opposed to some legislative

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1010.105016 243. PROOF OF CLAIM, the argument of "official immunity" is a valid defense for public/Government agents when proceeded against for their own torts in an action/process for relief and remedy from a false imprisonment claim. [Hopkins v. Clemson College, 221 U.S. 636, 642-643 (1910), which States: "But immunity from suit is a high attribute of sovereignty a prerogative of the State itself - which cannot be availed of by public agents when sued for their own torts."; Johnson v. Lankford, 245 U.S. 541, 546 (1917)]

1010.105017 244. PROOF OF CLAIM, under the "doctrine of immunity" there have not been distinctions made between acts that are "discretionary duties" which one in the performance thereof is immune within, and acts which are" ministerial duties" which one in the performance thereof is liable for.

1010.105018 251. PROOF OF CLAIM, lawful does not mean in accordance with "the law of the land"; according to the law; permitted, sanctioned, or justified by law; and, is not dealing with the spirit; i.e., the substance, content, object of law; and, does not properly imply a thing conformable to or enjoined by law.

1010.105019 252. PROOF OF CLAIM, "legal" does not pertain to the understanding, the exposition, the administration, the science, and the practice of law; as, the legal profession, legal advice, legal blanks, newspaper, and the like.

1010.105020 253. PROOF OF CLAIM, "legal' does not mean implied or imputed in law; and, is not opposed to actual; i.e., express, what is real, substantial, existing presently in act, valid objective existence as opposed to that which is merely theoretical or possible.

1010.105021 254. PROOF OF CLAIM, "legal" does not look more to the "letter" of the law; i.e., form, appearance, and shadow of the law.

1010.105022 255. PROOF OF CLAIM, "legal" is not more appropriate for conformity with positive rules of law; and, lawful is not more appropriate for accord with ethical principles.

1010.105023 256. PROOF OF CLAIM, "legal" does not import rather the forms (appearances) of law are observed, that the proceeding is correct in method, and rules prescribed (dictated) have been obeyed.

1010.105024 257. PROOF OF CLAIM, lawful does not import that the right is actful in substance, and that moral quality is secured.

1010.105025 258. PROOF OF CLAIM, "legal" is not the antithesis of equitable; and, is not the equivalent of "constructive"; i.e., that which has not the character assigned to it in its own essential nature, but acquires such character in consequence of the way in which it is regarded by a rule or policy of law; hence, inferred, implied, made out by "legal" interpretation.

1010.105026 260. PROOF OF CLAIM, "legal" matters do not administrate, conform to, and follow rules; and, are not equitable in nature; and, are not implied; i.e., presumed, rather than actual; i.e., express.

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1010.105029 263. PROOF OF CLAIM, lawful matters are not ethically enjoined in "the law of the land" the law of the People and are not actual in nature, they are implied.

1010.105030 264. PROOF OF CLAIM, the proper and truthful definition and meaning of the term/word "legal" is not "color-of-law"; i.e. the appearance or semblance of law; without the substance, or right. [See: State v. Brechler, 185 Wis. 599, 202 N.W. 144, 148]

1010.105031 265. PROOF OF CLAIM, "colorable" does not mean that which is in appearance only, and not in reality, what it purports to be; counterfeit, feigned, having the appearance only of truth. [See: Ellis v. Jones, 73 Colo. 516, 216 P. 257, 258]

1010.105032 266. PROOF OF CLAIM, "statutory jurisdiction" is not a "colorable" jurisdiction, created to enforce colorable contracts; and, is not legislative and administrative rather than judicial in nature; and, does not operate/function/exist to enforce commercial agreements based upon "implied consent" rather than contracts under the common law or "the law of the land."

1010.105033 267. PROOF OF CLAIM, "public policy" does not equal Government policy; which does not equal corporate policy; which, does not equal commerce; which, does not equal Federal Reserve re-insurance policy; which, does not equal public credit/debt; which, does not equal commercial transactions of private enterprise; which, does not equal non-substance re-insurance script (Federal Reserve Notes [a note being evidence of debt]); which, does not function as "money" (currency) in a "colorable" admiralty/maritime jurisdiction.

1010.105034 268. PROOF OF CLAIM, a copyright symbol employed/used in the publication of written or recorded matter does not act/operate to give NOTICE that said printed/recorded matter is the private intellectual property - out of the public domain - of the copyright owner.

1010.105035 269. PROOF OF CLAIM, a copyright symbol employed/used in publication of "statute/law" books ("Codes") as specifically employed/used in the printed publication of the United States Code and/or specifically THE ACT OF MARCH 9TH, 1933 Proclamation 2038, 2039, 2040 AND Titles 4, 7, 11, 12, 15, 16, 18, 28, 31 and 42 USC; C.F.R., THE FEDERAL REGISTRY, thereof does not act/operate to give NOTICE to all that the contents therein is the private intellectual property of the copyright owner, and out of the public domain.

1010.105036 270. PROOF OF CLAIM, a "statute/law" book ("Code") placed under copyright such as the United States Code and/or specifically THE ACT OF MARCH 9TH, 1933 Proclamation 2038, 2039, 2040 AND Titles 4, 7, 11, 12, 15, 16, 18, 28, 31 and 42 USC; C.F.R., THE FEDERAL REGISTRY, thereof is not by virtue and operation of said copyright factually, substantially, and truthfully "private law" in support of a "private right" belonging to the copyright owner.

1010.105037 271. PROOF OF CLAIM, the Maxim of Law: Ignorance of the law is no excuse does apply to "private law" in support of a "private right"; and, that any man or woman; and specifically the Undersigned as this relates to and bears upon the above referenced alleged Instant matter/Criminal Case/Civil Cause/Action upon exercise of a right, does have any duty, obligation, or compelling need to know the "private law" in support of a "private right" of any, **a Private Citizen**, or person. [See: Freichnecht v. Meyer, 39 N.J.Eq. 551, 560]

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clients; and, without said patent, said man or woman, would not be doing that which would otherwise be illegal, a trespass, or a tort. [See: Black's Law Dictionary, Rev. 4th Ed., (1968), p. 1067 at LICENSE (cases cited); 168 A. 229; 114 N.J.Eq. 68]

1010.105041 275. PROOF OF CLAIM, whereas West Publishing Company holds out its firm as the copyright owner, the fact that said company is owned by The Thompson Group, LLC, LTD a publishing interest of The Crown, does not thereby; and therein, constitute and establish said "statute/law" books ("Codes") known as The United States Code foreign owned "private law" in support of a "private right" of the actual copyright owner; i.e. The Crown. NOTE: The Thompson Group owns; inter alia, West Publishing Company; Barclays West Group; Bancroft Whitney; Clark Bordman, Callaghan; Legal Solticias; Rutter Group; Warren, Gorham & Lamont; Lawyers Co-op; Reed Elsevier owns; inter alia, Lexis; Deering Codes, rendering all such published "law" private, non-public domain, property of The Crown.

1010.105042 276. PROOF OF CLAIM, a "court of record" is not a judicial tribunal having attributes and exercising functions independently of the "person" of the Magistrate designated generally to hold it; and, does not proceed according to the course of common law; and, its acts and proceedings are not "enrolled"; i.e., to register; to make a record; to enter on the rolls of a court; to transcribe, for a "perpetual" memorial. [See: Ream v. Commonwealth, 3 Serg. & R. (Pa.) 209; Anderson v. Commonwealth, 275 Ky. 232, 121 S.W.2d 46, 47; Jones v. Jones, 188 Mo.App. 220, 175 S.W. 227, 229; Ex parte Gladhill, 8 Metc., Mass. 171, per shaw, C.J.]

1010.105043 277. PROOF OF CLAIM, a "court of record" is not the ONLY court that possesses the power to fine or imprison; and, "courts not of record" do possess the power to fine or imprison. [See: 3 Bl. Comm. 24; 3 Steph. Comm. 383; The Thomas Fletcher, C.C.Ga. 24 F. 481; Ex parte Thistleton, 52 Cal. 225; Erwin v. U.S., D.C.Ga. 37 F. 488, 2 L.R.A. 229; Heininger v. Davis, 96 Ohio St. 205, 117 N.E. 229, 231]

1010.105044 278. PROOF OF CLAIM, a "de facto court" is not a court established, organized, and exercising its judicial functions under authority of a "statute" apparently valid, but which may in fact be unconstitutional and afterward so adjudged; and, is not a court, which is established and acting under the authority of a "de facto Government." [See: 1 Bl. Judgm. §173; In re Manning, 139 U.S. 504, 11 S.Ct. 624, 35 L.Ed. 264; Gildemeister v. Lindsey, 212 Mich. 299, 189 NW. 633, 635]

1010.105045 279. PROOF OF CLAIM, if a court is not a "court of record" it does have any power to fix and establish a "penalty"; i.e. a punishment established by law or authority for a criminal/public offense; and, does thereby; and therein, create any "penological interest" for others to claim; e.g., State and Federal Correctional Institutions.

1010.105046 290. PROOF OF CLAIM, the alleged "court of record" within the above referenced alleged **CIVIL/COMMERCIAL/Instant matter/Criminal Case/Civil
Cause/Action upon exercise of a right** was not and is not established, organized, and exercising its judicial functions under authority of a statute; and, said statute is not unconstitutional; and, is not established and acting under authority; e.g., authority derived from a foreign "un/non-constitutional source of authority" of law, of a de facto Government; i.e., a Government not lawfully created, operating, functioning, and exercising its authority in accordance with and pursuant to the instrument/document of its creation which established and ordained the Government for the United States, i.e., the Original Jurisdiction as opposed to the UNITED STATES : and, was not and is not exercising its judicial functions and authority as a "de

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1010.105048 292. PROOF OF CLAIM, the UNITED STATES is not a municipal for-profit corporation originally incorporated February 21, 1871, under the name "District of Columbia," and Reorganized June 8, 1878, d.b.a. "UNITED STATES GOVERNMENT." [See: 16 Stat. 419, ch. 62, 41st Congress, 3rd Session, "An Act to Provide a Government for the District of Columbia"; 20 Stat. 102, ch. 180, 45th Congress, 2nd Session, "An Act Providing a Permanent Form of Government for the District of Columbia."]

1010.105049 293. PROOF OF CLAIM, the UNITED STATES is not a corporate entity operating/functioning in commerce as a bankrupt in Chapter 11 Reorganization wherein; and whereby, the Federal Government represented therein has been dissolved along with said corporations Sovereign Authority; and, the official capacities of all offices, officers, and departments, and said federal Government does not exist today in name only. [See: House Joint Resolution 192 of June 5, 1933, Pub. R. 73-10; Executive Orders 6072, 6102, 6111, and 6246; Senate Report 93-549; Cong. Rec., March 17, 1993, vol. 33, speaker: James A. Traficant, Jr., which States in part: "Mr. Speaker. We are now here in Chapter 11. Members of Congress are official trustees presiding over the greatest reorganization in world history, the U.S. Government.... It is an established fact that the United States Federal Government has been dissolved by the Emergency Banking Act, March 9, 1933, 48 Stat. 1, Public Law 89-719, declared by President Roosevelt, being bankrupt and insolvent. H.J.R. 192, 73rd Congress in session June 5, 1933 - Joint Resolution to Suspend the Gold Standard and Abrogate the Gold Clause - dissolved the Sovereign Authority of all United States and the official capacities of all United States Government Offices, Officers, and Departments and is further evidence that the United States Federal Government exists today in name only..."]

1010.105050 294. PROOF OF CLAIM, this new "municipal corporation" d.b.a. UNITED STATES GOVERNMENT did not adopt the original organic Constitution for the United States of America as its corporate municipal charter. [See: 41st Congress' Act(s), Session 3, ch. 62, p. 419, Sec. 34, February 21, 1871]

1010.105051 295. PROOF OF CLAIM, the location of the United States/UNITED STATES is not in the District of Columbia. [See: UCC 9-307(h); which States: "Location of United States is located in the District of Columbia.;" cf. Title 28 D. C. Code § 28.9-307(h)].

1010.105052 296. PROOF OF CLAIM, this Government for the "District of Columbia" was not abolished by Act of June 20, 1874; and, a temporary Government by "commissioners" was not thereby created and existed until the Act of June 11, 1878, wherein provision was made for the continuance of the "District of Columbia" as a "municipal corporation" controlled by the federal Government through these "commissioners"; and, said corporation is not subject to the ordinary rules that govern the law of procedure between private persons. [See: U.S. Rev. Stat. 1 Supp. 22; 7 D.C. 178; 132 U.S. 1, which States: "The sovereign power is lodged in the Government of the United States, and not the corporation of the district."]

1010.105053 297. PROOF OF CLAIM, the term "United States" as used and employed within the Constitution for the United States of American, at Article III Section 3, is not used in the plural; i.e., them, their; and, does not mean none other than the People of the "several States" and the National Government situated within the ten (10) mile square of the District of Columbia, its enclaves, forts, magazines, docks, and arsenals scattered abroad, under; and only under, said Constitution establishing and ordaining the Original Jurisdiction and the Government for same.

1010.105054 298. PROOF OF CLAIM, the term/word "State" does not mean a State of the United

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and the two-capital-letter federal postal designation; e.g., AL, GA, KY AND NY and the five-digit ZIP; i.e., Zoning Improvement Plan, code are references to, and are inclusive of the freely associated compact union States; i.e. the "several States," and are not rather terms, designations, and codes defining and referencing federal zones/territorial State units; and, are not defined for tax jurisdiction purposes as the "District of Columbia"; i.e., UNITED STATES, and accordingly "Georgia" is included in such terms, designations, and codes. [See: California Revenue & Taxation Code, §§ 6017, 11205, 17018, and 23034]

1010.105056 300. PROOF OF CLAIM, the "District of Columbia," and the territorial district of the UNITED STATES are "States" within the meaning of the Constitution for the United States of America and the "Judiciary Act" so as to enable a citizen thereof to sue a citizen of one of the States in federal courts, and are not "States" as that word is used in treaties with foreign powers, with respect to the ownership, disposition, and inheritance of property. [See: 2 Cra. 445; 1 Wheat. 91; Charl.R.M. 374; 1 Kent, Com. 349, which States: "However extraordinary it might seem to be, that the courts of the United States, which were open to aliens, and to the citizens of every State, should be closed upon the inhabitants of those districts [territories and the District of Columbia], on the construction that they were not citizens of a State, yet as the court observed, this was a subject for legislative and not judicial consideration."; 182 U.S. 270; Bouvier's Law Dictionary, Baldwin's Student Edition, Banks - Baldwin Publishing Co. (1804), Cleveland, 1948, Complete Rev. Ed., p. 310]

1010.105057 301. PROOF OF CLAIM, if a nation comes down from its position of sovereignty and enters the domain of commerce, it does not submit itself to the same laws that govern individuals therein; and, does not assume the position of an ordinary citizen therein; and, can recede from the fulfillment of its obligations therein. [See: 74 F.R. 145, following 91 U.S. 398; Swanson v. Fulline Corp., 248 F.Supp. 364, 369 (U.S.D.C. Ore. 1965); Hart v. U.S., 95 U.S. 316, 24 L.Ed. 479; U.S. v. Fulton Distillery, Inc. 571 F.2d 923, 927 (C.A.5 1978)]

1010.105058 302. PROOF OF CLAIM, the united States did not stipulate to becoming "territorial State units of the UNITED STATES for receipt of benefits through the Social Security Act of 1935.

1010.105059 303. PROOF OF CLAIM, the several union States did not accommodate the federal bankruptcy through pledge of its faith and credit to the aid thereof at the Conference of Governors, March 6, 1933. [See: Declaration of Interdependence, January 22, 1937, Book of the States, vol. II, p. 144]

1010.105060 304. PROOF OF CLAIM, the walk-out of the seven (7) southern nation States from Congress March 27, 1861, without setting a day to reconvene or a vote of adjournment; thereby leaving Congress without a quorum, did not dissolve the de jure and de facto Congress of the United States of America, to which President Lincoln responded with force, reconvening Congress within a private military jurisdiction under martial law in his capacity as Commander-In-Chief; and, said Congress does not and is not operating/functioning in same capacity and under same authority to this present day.

1010.105061 305. PROOF OF CLAIM, the Post Civil War "Revisions" of the Constitutions of the freely associated compact union States; i.e., the "several States," such as said revision of "this State's" Constitution in 1874 and thereafter in 1968, did not alter said instruments specifically in one important area; i.e., abolishing the entire class of free "electors" and replacing them with the "elective franchise" (registered voters) in compliance with the "Public Trust"; i.e., the cestui que trust; i.e., a constructive trust; i.e., a trust which is a mixture of law and (not or) fraud as established within and under the purview of the XIVth Amendment to the federal corporate

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1010.105062 306. PROOF OF CLAIM, the “revisions” of the State Constitutions as originally established and ordained, upon cessation of open hostilities of the Civil War in which were destroyed the entire class of “sovereign electors” and replaced by “registered voters” (the elective franchise), such did not destroy “sole proprietorships (or principal creditor ships of, by, and for the People); and, did not replace them with (artificial) corporate franchises under purview of the XIVth Amendment to the federal corporate municipal for-profit parent Government’s Charter/Constitution.

1010.105063 307. PROOF OF CLAIM, under the “Instrumentality Rule” the UNITED STATES is not and will not be responsible when the subservient corporation becomes exposed as a mere instrument and actually indistinct from the controlling corporation; i.e., the UNITED STATES; and, The Commonwealth of Texas/THE STATE OF TEXAS, also known by any and derivatives and variations in the spelling of said name, is not operating and functioning as a mere corporate instrument (sub-franchise compact territorial corporate State unit) of the UNITED STATES. [See: Taylor v. Standard Gas & Electric Co., 96 F.2d 693, 704 (C.C.A. Okl.); National Bond Finance Co. v. General Motors Corp., 238 F. Supp. 248, 255 (D.C.Mo.); Dyett v. Turner, Warden Utah State, 439 P.2d 266, 267 (Utah 1967), which States: “The United States Supreme Court, as at present constituted, has departed from the Constitution as it has been interpreted from its inception and has followed the urgings of social reformers in foisting upon this Nation laws which even Congress could not constitutionally pass. It has amended the Constitution in a manner unknown to the document itself. While it take three fourths of the States of the Union to change the Constitution legally, yet as few as five men who have never been elected to office can by judicial fiat accomplish a change just as radical as could three fourths of the States of this Nation. As a result of the recent holdings of that Court, the sovereignty of the States is practically abolished, and the erstwhile free and independent States are in effect and purpose merely closely supervised units in the federal system.”]

1010.105064 308. PROOF OF CLAIM, the doctrine of “equal standing” in law and the Maxim of Law: “Disparata non debent jungi” (Dissimilar things ought not to be joined), does not make it perfectly clear that only parties of equal standing can communicate in law.

1010.105065 309. PROOF OF CLAIM, a judgment is not “void for uncertainty” if it fails to identify the parties for and against whom it is rendered with such certainty that it may be readily enforced. [See: 46 Am.Jur.2d, Judgments, §100, which States: “A judgment should identify the parties for and against whom it is rendered, with such certainty that it may be readily enforced, and judgment which does not do so may be regarded as void for uncertainty...”]

1010.105066 310. PROOF OF CLAIM, the all-capital-letter “named” US citizen in the above referenced alleged **CIVIL/COMMERCIAL/Instant matter/Criminal Case/Civil Cause/Action upon exercise of a right** is not a corporate franchise. [See: Black’s Law Dictionary, Rev. 4th Ed., p. 408 at CORPORATE FRANCHISE]

1010.105067 311. PROOF OF CLAIM, the all-capital-letter “named” US citizen in the above referenced alleged **CIVIL/COMMERCIAL/Instant matter/Criminal Case/Civil Cause/Action upon exercise of a right** is not an “idem sonans”; i.e. sounding the same or alike, as with the name of the Undersigned. [See: ibid., p. 880 at IDEM SONANS]

1010.105068 312. PROOF OF CLAIM, the all-capital-letter “named” US citizen in the above referenced

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ONLY names recognized, and capable of being recognized, in law today; and, do not denote, identify, and reference "artificial persons."

1010.105070 314. PROOF OF CLAIM, a "legal name"; and specifically as this relates to and bears upon the "named" US citizen in the above referenced alleged Instant matter/Criminal Case/Civil Cause/Action upon exercise of a right, is not written in "legalese"; i.e., a language foreign to and constructed outside the bounds of English grammar.

1010.105071 315. PROOF OF CLAIM, the all-capital-letter "named" US citizen in the above referenced alleged **CIVIL/COMMERCIAL/Instant matter/Criminal Case/Civil Cause/Action upon exercise of a right** is not a "juristic person"; i.e. a "person"; i.e., an "artificial person"; i.e., a "legal person"; i.e. an entity, such as a corporation, created by law [Birth Registration Acts of the various corporate sub-franchise compact territorial State units] and given certain "legal rights [grants/benefit/privileges] and duties of a **human, a Private Citizen**, being; a being, real or imaginary, who for the purpose of legal reasoning is treated more or less as a **human, a Private Citizen**, being and also termed a "fictitious person," "juristic person," and "legal person." [See: Black's Law Dictionary, 7th Ed. at PERSON, sub-head ARTIFICIAL PERSON]

1010.105072 316. PROOF OF CLAIM, the term "in propria persona"; i.e., "in one's own person," does not tacitly; if not expressly, declare and affirm that there is some other "person" by whom and through whom one can/may act; and, such other "person" is not a corporate "person" (persona).

1010.105073 317. PROOF OF CLAIM, the all-capital-letter "named" US citizen in the above referenced alleged **CIVIL/COMMERCIAL/Instant matter/Criminal Case/Civil Cause/Action upon exercise of a right** does not exist only by force of or in contemplation of law; i.e., solely within the imagination having no actual existence.

1010.105074 318. PROOF OF CLAIM, the all-capital-letter "named" US citizen in the above referenced alleged **CIVIL/COMMERCIAL/Instant matter/Criminal Case/Civil Cause/Action upon exercise of a right** is not a "dummy"; i.e., a sham; make believe; pretended; imitation; straw, **a Private Citizen**, who serves in place of another, or who serves until the "proper person" is named or available to take its place; e.g., as in dummy corporate officers, dummy owners of real estate; and, when its name is called in court; and specifically as this relates to and bears upon the "named" US citizen within the above referenced alleged Instant matter/Criminal Case/Civil Cause/Action upon exercise of a right, and a living, breathing flesh-and-blood "real" man or woman; e.g., the Undersigned, answers believing said "name" to be his own "true name," said "proper person" is not thus found, available, and thereby; and therein, "joined"; without notion all-be-it through fraud. [See: Black's Law Dictionary, Rev. 4th Ed, (1968), p. 591 at DUMMY]

1010.105075 319. PROOF OF CLAIM, the all-capital-letter "named" US citizen in the above referenced alleged **CIVIL/COMMERCIAL/Instant matter/Criminal Case/Civil Cause/Action upon exercise of a right** is not a "dummy corporation"; i.e. a corporation formed for sham purposes and not for conducting legitimate business; e.g., to avoid "personal

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1010.105076 320. PROOF OF CLAIM, the all-capital-letter "named" US citizen in the above referenced alleged **CIVIL/COMMERCIAL/Instant matter/Criminal Case/Civil**
Cause/Action upon exercise of a right is not an "ens legis"; i.e., a creature of the law; an artificial being, as contrasted with flesh-and-blood, real, sentient, **a Private Citizen**, such as the Undersigned, applied to corporations, and considered as deriving their existence entirely from the law. [See: Black's Law Dictionary Rev. 4th Ed., (1968), p. 624 at ENS LEGIS]

1010.105077 321. PROOF OF CLAIM, the all-capital-letter "named" US citizen in the above referenced alleged **CIVIL/COMMERCIAL/Instant matter/Criminal Case/Civil**
Cause/Action upon exercise of a right is not a "fictitious name"; i.e., a counterfeit, feigned, or pretended name, differing in some particular essential from a man or woman's "true name," with the implication that it is meant to deceive or mislead, consisting of a Christian name and patronymic (name of the house/father/family; surname). [See: ibid., p. 751 at FICTITIOUS NAME]

1010.105078 322. PROOF OF CLAIM, a "fictitious name" is not the opposite of a "true name" of a man or woman; e.g., the Undersigned's "true name" as shown herein below; and, said "fictitious name" is not created by Public Policy of the corporate UNITED STATES at the time of a man or woman's birth and "brought wholly into separate existence" via the man or woman's birth record/document/instrument thereby; and therein "christening" said "corporate franchise" as a commercial "vessel" under UNITED STATES registry.

1010.105079 323. PROOF OF CLAIM, the all-capital-letter "named" US citizen in the above referenced alleged **CIVIL/COMMERCIAL/Instant matter/Criminal Case/Civil**
Cause/Action upon exercise of a right is not an "individual" as such word/term is used/employed in State and Federal statutes/laws; and, is not defined as a "citizen of the United States"; and, said definition is not a reference to the XIVth Amendment of the corporate UNITED STATES Charter/Constitution; and, said reference does not denote said "named" individual as that of a "trust entity." [See: Title 5 U.S.C., § 552a(a)(2)]

1010.105080 324. PROOF OF CLAIM, that where a federal definition of a term/word exists and is provided, such definition does not supersede any and all definitions given for the same term/word within the sub-franchise compact territorial State units.

1010.105081 325. PROOF OF CLAIM, the all-capital-letter "named" US citizen in the above referenced alleged **CIVIL/COMMERCIAL/Instant matter/Criminal Case/Civil**
Cause/Action upon exercise of a right is not a "legal fiction"; i.e. something "assumed" to pretend, to accept without proof, an "assumption" created by the imagination which; without that irksome necessity for proof, allows for truth to be a lie, and a lie to be the truth, establishing essentially the "Doctrine of Pretending," based on pretense, lies, deceit, and dissembling; i.e., to conceal or disguise the true nature of so as to deceive, and to conceal one's true nature; i.e., to act hypocritically.

1010.105082 326. PROOF OF CLAIM, "recognized in law" as applied to these "legal names" of "legal persons" and employed/used within the courts; and specifically the alleged "court of record" within the above referenced alleged Instant matter/Criminal Case/Civil Cause/Action upon exercise of a

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1010.105084 328. PROOF OF CLAIM, "public" is not the vast multitude, which includes the ignorant, the unthinking, and the credulous; and, does not reference and identify ONLY "artificial persons" which possess no brain nor intelligence; and, the "public" of the UNITED STATES is not comprised solely of such "artificial persons"; and, Public Law/Policy; State/Federal, does not operate solely upon said "persons."

1010.105085 329. PROOF OF CLAIM, a "vessel" in admiralty law is limited to ships or "vessels" engaged in commerce; and, in admiralty the "names" of "vessels" are not designated in all-capital-letter format/style; and the all-capital-letter "named" US citizen in the above referenced alleged **CIVIL/COMMERCIAL/Instant matter/Criminal Case/Civil Cause/Action upon exercise of a right** does not represent and identify a "vessel" in admiralty in which all jurisdiction ensues, flows, and arises from "contract, real or presumed, expressed or implied, revealed or unrevealed.

1010.105086 330. PROOF OF CLAIM, the all-capital-letter "named" US citizen in the above referenced alleged **CIVIL/COMMERCIAL/Instant matter/Criminal Case/Civil Cause/Action upon exercise of a right** is not referencing and identifying a "straw man or woman" (stramineus homo); i.e., an artificial person created by law having a fictitious name, existing only by force of or in contemplation of law, a distinct "legal entity" (corporate) that benefits the creator; i.e., UNITED STATES, allowing the creator to accomplishing things in the name of the "straw man or woman" that would not otherwise be permitted.

1010.105087 331. PROOF OF CLAIM, the word/term "transmit" does not mean to convey, send, transfer, or to pass along as used and employed within the current present day legal profession and courts.

1010.105088 332. PROOF OF CLAIM, the word / term "utility" in patent law does not mean "Industrial value; the capability of being so applied in practical affairs as to prove advantageous in the ordinary pursuits of life, or add to the enjoyment of mankind." [See: Calison v. Dean, C.C.A.Okl., 70 F.2d 55, 58]

1010.105089 333. PROOF OF CLAIM, the word/term "utility" is not further defined as having some beneficial purpose; and, the degree of "utility" is material. [See: Rob. Pat. § 339; Gibbs v. Hoefner, 19 F. 323]

1010.105090 334. PROOF OF CLAIM, "goods" and "services" from the public venue are not solely accessed; i.e., "transmitted" for billing purposes, in an all-capital-letter formatted name.

1010.105091 335. PROOF OF CLAIM, the all-capital-letter "named" US citizen in the above referenced alleged **CIVIL/COMMERCIAL/Instant matter/Criminal Case/Civil Cause/Action upon exercise of a right** is not a "transmitting utility" i.e., a conduit acting as a nexus between the public venue and, **a Private Citizen**, e.g., the Undersigned, and thereby evidencing an industrial value so applied in practical affairs as to prove advantageous and beneficial.

1010.105092 336. PROOF OF CLAIM, the word/term "person" as used/employed in the legal system

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1010.105094 338. PROOF OF CLAIM, the statutory rule of construction “ejusdem generis” is not an illustration of a broader rule of statutory construction “noscitur a sociis.” [See: State v. Western Union Telegraph Co., 196 Ala. 570, 72 So. 99, 100]

1010.105095 339. PROOF OF CLAIM, the general word/term “person” as applied to the statutory rule of construction “ejusdem generis” is to be construed/interpreted in its widest extent wherein it follows an enumeration of “persons” or “things” by words of a particular and specific meaning; and, is not rather to be held as applying ONLY to “persons” or “things” of the same general kind or class as those specifically mentioned; and, such specific terms do not modify and restrict interpretation of the general term. [See: Black, Interp. of Laws, 141; Goldsmith v. U.S., C.C.A.N.Y., 42 F.2d 133, 137; Aleksich v. Industrial Accident Fund, 116 Mont. 69, 151 P.2d 1016, 1021; King County Water Dist. 68 v. Tax Commission, 58 N.W.2d 282, 284 (1951); Dean v. McFarland, 81 Wash.2d 215, 221, 500 P.2d 1244 (1972)]

1010.105096 340. PROOF OF CLAIM, the origin of the general word/term “person” as defined, fixed, known, used, and employed in the legal system and science of law today is not a “mask an actor wears,” and is not the true, correct, and complete signification of said word/term in said system and science. See: Merriam Webster’s Collegiate Dictionary, Tenth Edition, 1999, p. 867 (etymology), which States: “ME, fr. O.F. persone, fr. L. persona actor’s mask, character in a play, person, prob. fr. Etruscan phersu mask, fr. Gk prosopa, pl. of prosopon face, mask more at PROSOPPOPOEIA”;

1010.105097 341. PROOF OF CLAIM, under the rule of construction “expressio unius est exclusio alterius” (expression of one thing is the exclusion of another); and specifically as this rule of construction relates to and bears upon the United States Code and/or specifically THE ACT OF MARCH 9TH, 1933 Proclamation 2038, 2039, 2040 AND Titles 4, 7, 11, 12, 15, 16, 18, 28, 31 and 42 USC; C.F.R., THE FEDERAL REGISTRY, thereof, where a statute or Constitution/Charter enumerates the things on which it is to operate or forbids certain things, it is not to be construed/interpreted as excluding from its operation all those not expressly mentioned. [See: Co. Litt. 210a; Burgin v. Forbes, 293 Ky. 456, 169 S. W. 2d 321, 325; Little v. Town of Conway, 171 S. C. 27, 170 S. E. 447, 448; cf. “Inclusio unius est exclusio alterius,” Burgin v. Forbes, supra]

1010.105098 342. PROOF OF CLAIM, a “person” or “any person” as employed and used in statutes today; and specifically within the United States Code and/or specifically THE ACT OF MARCH 9TH, 1933 Proclamation 2038, 2039, 2040 AND Titles 4, 7, 11, 12, 15, 16, 18, 28, 31 and 42 USC; C.F.R., THE FEDERAL REGISTRY, thereof, is not merely a corporation/corporately colored entity, which exists merely by force of or in contemplation of law; i.e., solely within the mind and imagination of a man or woman.

1010.105099 343. PROOF OF CLAIM, the general term “person” or “any person”; and specifically within the United States Code and/or specifically THE ACT OF MARCH 9TH, 1933 Proclamation 2038, 2039, 2040 AND Titles 4, 7, 11, 12, 15, 16, 18, 28, 31 and 42 USC; C.F.R., THE FEDERAL REGISTRY, thereof, does include and does apply and refer to a man or woman; i.e., a living, breathing, flesh-and-blood **human, a Private Citizen**, being.

1010.1050100 344. PROOF OF CLAIM, the general word/term “person” or “any person” as used and employed in statutes today; and specifically within the United States Code and specifically THE ACT OF MARCH 9TH, 1933 Proclamation 2038, 2039, 2040 AND Titles 4, 7, 11, 12, 15, 16,

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every natural person, firm, co-partner-ship, corporation, association, or organization which is restricted in its interpretation by the specific word/term "corporation," statutes employing and using the term "person" or "any person"; and specifically as this relates to and bears upon the United States Code and/or specifically THE ACT OF MARCH 9TH, 1933 Proclamation 2038, 2039, 2040 AND Titles 4, 7, 11, 12, 15, 16, 18, 28, 31 and 42 USC; C.F.R., THE FEDERAL REGISTRY, thereof, is not restricted in its interpretation to that of some form, kind and style of corporate (artificial) entity through such rules of construction as; *inter alia*, "noscitur a sociis," "eiusdem geris," and "expressio unius est alterius," thereby; and therein, excluding "natural person" (***human, a Private Citizen,*** beings) from the operation of said statute.

1010.1050102 346. PROOF OF CLAIM, it is not the nature of Law that what One creates, One controls.

1010.1050103 347. PROOF OF CLAIM, this principle of Law; i.e., that what One creates, One controls, is not the natural Law, which binds a creature to its Creator.

1010.1050104 348. PROOF OF CLAIM, ***a Private Citizen,*** is not a creature of a Creator.

1010.1050105 349. PROOF OF CLAIM, man or woman's Creator is not Jehovah the Living God (YHWH/JHVH); and, ***a Private Citizen,*** is not created in His image; and, He, Jehovah the Living God (YHWH), is not spirit; and, His image (likeness) is not spiritual; and, ***a Private Citizen,*** is not therefore a spiritual entity in possession of a physical body. See: Genesis, Ch. 1, vss. 26-27; Genesis, ch. 2, vss. 21-25; John 4:24; Q. 15:28-29, Q. 19:67; Q. 22:5, Q. 23:12-14, Q. 32:7-9, Q. 38:71-72, Q. 51:56.

1010.1050106 350. PROOF OF CLAIM, that, ***a Private Citizen,*** as a creature of Jehovah the Living God (YHWH/JHVH), He and He alone does not by Right of Creation have authority and power to control man or woman.

1010.1050107 351. PROOF OF CLAIM, the word/term "natural" as used/employed within the legal profession, science thereof, and present day courts is not defined and to be understood in its vernacular; and, such definition is not "present in or produced by nature"; i.e., the physical/natural world and its "phenomena"; i.e., the laws of nature.

1010.1050108 352. PROOF OF CLAIM, the word/term "natural" and "nature" do not share the same Latin origin; i.e., *nasci*, to be born.

1010.1050109 353. PROOF OF CLAIM, "to be born" of natural phenomena (the laws of nature present in or produced by nature (the physical/natural world) in accordance with and pursuant to the laws of nature (natural/physical phenomena) is not an act whereby that which is born is brought into life or being within the physical/natural world.

1010.1050110 354. PROOF OF CLAIM, in *Riegel v. Hygrade Seed Co.*, the court did not strongly infer a clear distinction between a "man or woman" and a "person"; and a difference does not exist between; and in, said words/terms as used/employed within the legal profession, science thereof, and present day courts as operating/functioning presently. [See: *Riegel v.*

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physical/natural world around him during his physical/natural sojourn within the physical/natural world.

1010.1050112 356. PROOF OF CLAIM, it is not man or woman's physical/natural body, which through the act of birth is born of natural/physical phenomena (laws of nature) present in or produced of nature (physical/natural world) in accordance with and pursuant to the laws of nature (natural/physical phenomena), and thereby; and therein, born; i.e., brought, into life and being within the physical/natural world.

1010.1050113 357. PROOF OF CLAIM, man or woman's physical/natural body is not by Divine design, function, operation, and definition a "person" as such word/term is used/employed within the legal profession, science thereof, and present day courts.

1010.1050114 358. PROOF OF CLAIM, it is not man or woman's physical /natural body upon which, **a Private Citizen**, commits a trespass against the "person" of another through the act of false imprisonment; and, **a Private Citizen**, can falsely imprison, arrest, detain, restrain, search, and the like the "person" or anything other than a "person" physically/naturally existing within the physical/natural world.

1010.1050115 359. PROOF OF CLAIM, man or woman's physical/natural body is not a "natural person"; and, is not the object defined by said word/term as used/employed within the legal profession, science thereof, and present day courts.

1010.1050116 360. PROOF OF CLAIM, a statute(s)/law(s); and specifically those contained within the United States Code and/or specifically THE ACT OF MARCH 9TH, 1933 Proclamation 2038, 2039, 2040 AND Titles 4, 7, 11, 12, 15, 16, 18, 28, 31 and 42 USC; C.F.R., THE FEDERAL REGISTRY, thereof, which use/employ the word/term "person" are referring to and identifying a "natural person", as opposed to a "corporate/artificial person" which is birthed (berthed) solely within the imagination/mind of, **a Private Citizen**, and therein brought wholly into separate existence by force of or in contemplation of law; and, by thus far covered rules of statutory construction, statute(s)/law(s) should not expressly and specifically use/employ the word/term "natural person" if operation of said statute(s)/law(s) are meant to operate over and upon said specific "person"; and, the all-capital-letter "named" US citizen within the above referenced alleged **CIVIL/COMMERCIAL/Instant matter/Criminal Case/Civil Cause/Action upon exercise of a right** is a "natural person."

1010.1050117 361. PROOF OF CLAIM, that as the General Assembly (legislature) of the corporate compact territorial unit d.b.a United States of America did not create the man or woman; and specifically as this relates to and bears upon the Undersigned; nor another form, style, kind, and type of corporate juridical construct, it does possess and does have any authority to control, **a Private Citizen**, based upon real or presumed Right of Creation which acts to bind said, **a Private Citizen**, to said juridical construct.

1010.1050118 362. PROOF OF CLAIM, that to get around this issue of Right of Creation and control the man or woman, the General Assembly (legislature) of the corporate compact territorial unit d.b.a. United States of America did not create an "office of person," an "office" within its corporate structure and venue, which by Right of Creation it controls and regulates.

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Private Citizen, through said "office of person"; which, by Right of Creation it controls and regulates.

1010.1050120 364. PROOF OF CLAIM, that where this control over, **a Private Citizen**, by the corporate compact territorial unit d.b.a. United States of America is achieved by the, **a Private Citizen**, occupying/holding the "office of person" and bound thereby; and therein, through nexus of contract, there are not a plethora of administrative agencies, departments, bureaus, and the like; along with countless sub-whatever's therein, operating as "sources of authority" and effectively legislating so-called laws into existence operating over and upon said "office of person" wherein the, **a Private Citizen**, is bound through nexus of contract and effectively and completely controlled and regulated.

1010.1050121 365. PROOF OF CLAIM, that this legislatively created State/Federal "office of person" is not a mask, a corporate mask/person, a fictional device of artifice created solely for the ability of the corporate compact territorial unit d.b.a. United States of America to accomplish the presumed "voluntary enslavement and servitude (achieved through fraud and deceit of gross proportions) of the, **a Private Citizen**, wearing the mask.

1010.1050122 366. PROOF OF CLAIM, "residency" within the corporate compact territorial unit d.b.a. United States of America is not a requirement for eligibility of benefits, privileges, immunities, grants and the like from said corporate juridical construct; i.e., United States of America.

1010.1050123 367. PROOF OF CLAIM, the "office of person" is not a sub-set/class of "resident."

1010.1050124 368. PROOF OF CLAIM, a living, breathing, flesh-and-blood, **a Private Citizen**, does not step into, take up, and hold the "office of person" by taking up "residency" within the corporate compact territorial unit d.b.a United States of America thereby; and therein, donning the mask of a "person" within the venue and jurisdiction of said State juridical construct.

1010.1050125 369. PROOF OF CLAIM, "residency" is not defined as a "factual" place of abode; living in a particular locality, and requiring only bodily presence as an "inhabitant" of a place. [See: Reese v. Reese, 179 Misc. 665, 40 N.Y.S. 2d 468, 472; Zimmer, **a Private Citizen**, v. Zimmerman, 175 Or. 535, 155 P. 2d 293, 295; In re Campbell Guardianship, 216 Minn. 113, 11 N.W. 2d 786, 789]

1010.1050126 370. PROOF OF CLAIM, "locality" is not defined as a definite region in any part of space; a geographical position. [See: Warnock v. Kraft, 30 Cal App. 2d 1, 85 P. 2d 505, 506]

1010.1050127 371. PROOF OF CLAIM, "space" is not defined as the infinite extension of the three-dimensional - i.e., having height, breadth, and depth field of everyday life. See: The American Heritage Dictionary, Second College Edition, 1982, p. 1169.

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1010.1050130 374. PROOF OF CLAIM, a living breathing, flesh-and-blood man or woman; and specifically as this relates to and bears upon the Undersigned, can take up "residence" and bodily inhabit the artificial/fictional juridical construct of the corporate compact territorial unit d.b.a. United States of America which exist solely within the mind/imagination of, **a Private Citizen**, by force of or in contemplation of law.

1010.1050131 375. PROOF OF CLAIM, a living, breathing, flesh-and-blood man or woman; and specifically as this relates to and bears upon the Undersigned and the above referenced alleged Instant matter/Criminal Case/Civil Cause/Action upon exercise of a right, does not need to hold/occupy an "office" within the corporate compact territorial unit d.b.a. United States of America; e.g., "office of person," for said corporate juridical construct's General Assembly (legislature) to regulate and control said man or woman.

1010.1050132 376. PROOF OF CLAIM, the right and authority of the General Assembly (legislature) of the corporate compact territorial unit d.b.a. United States of America to regulate and control living, breathing, flesh-and-blood man or woman; and specifically as this relate to and bears upon the Undersigned through operation of the United States Code and specifically THE ACT OF MARCH 9TH, 1933 Proclamation 2038, 2039, 2040 AND Titles 4, 7, 11, 12, 15, 16, 18, 28, 31 and 42 USC; C.F.R., THE FEDERAL REGISTRY, thereof as in above referenced Instant matter/Criminal Case/Civil Cause/Action upon exercise of a right, which is not occupying/holding any "office"; e.g., "office of person," within the corporate Federal juridical construct is not also prohibited by the Bill of Rights contained within the Charter of said construct. [See: Constitution of/for the United States of America (1789, as amended 1791) articles in amendment I—XIII]

1010.1050133 377. PROOF OF CLAIM, whereas the XIIIth Amendment to the Constitution/Charter of the federal municipal for-profit corporate Government juridical construct d.b.a. UNITED STATES prohibits involuntary slavery and servitude; voluntary slavery and servitude are prohibited by this same Amendment. [See: U.S. Const., XIIIth Amendment, Sec. I, cf. XIVth Amendment, Sec. I.]

1010.1050134 378. PROOF OF CLAIM, the corporate compact territorial unit's d.b.a. United States of America manner of inducing a living, breathing, flesh-and-blood, **a Private Citizen**, into occupying/holding the "office of person" within said construct; i.e., fraud, deceit, artifice, threats, duress, coercion, and the like, does not constitute involuntary slavery and servitude prohibited by its parent corporate juridical Government construct's Charter, and does not thereby; and therein, constitute "ultra vires" acts; i.e., acts beyond the scope of the powers of a corporation, as defined by its Charter or act of incorporation, which applies not only to acts prohibited by its Charter, but acts which are in excess of powers granted and not prohibited. [See: State ex rel. v. Houston Trust Co., 168 Tenn. 546, 79 S.W. 2d 1012, 1016; State ex rel. Supreme Temple of Pythian Sisters v. Cook, 234 Mo. App. 898, 136 S.W. 142, 146; Community Federal Sav. & Loan Ass'n of Independence, Mo. v. Fields, C.C.A. Mo., 128 F. 2d 705, 708; In re Grand Union Co., C.C.A.N.Y., 219 F. 353, 363; Staake v. Routledge, 111 Tex. 489, 241 S.W. 994, 998; Pennsylvania R. Co. v. Minis, 120 Md. 461, 496, 87 A. 1062, 1072]

1010.1050135 379. PROOF OF CLAIM, a "crime" and the allegation thereof; and specifically as this relates to and bears upon the above referenced alleged Instant matter/Criminal Case/Civil Cause/Action upon exercise of a right, is not by definition an offense committed against the "State" and an offense committed against a living, breathing, flesh-and-blood, **a Private Citizen** is not by definition a "tort" which may have inter alia in the nature of a personal injury,

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1010.1050137 381. PROOF OF CLAIM, the distinction between a "crime" and a "tort" is not that the former is a "breach" and violation of the public right and duties due to the whole community considered as such, and in its social aggregate.

1010.1050138 382. PROOF OF CLAIM, the "public," "community," "social aggregate," and the like which comprises the United States of America is not composed solely of "artificial persons," ens legis corporate entities in the form of some "office"; e.g., "office of a person," "resident," "citizen," and the like operating, functioning, and existing as a mask worn by a living, breathing, flesh-and-blood, **a Private Citizen**, as an actor within the venue and upon the stage of the corporate juridical construct and bound thereto; and therein, through nexus of contract with said corporate State/Federal juridical construct; and, said "public," "community," "social aggregate," and the like is composed of living, breathing, flesh-and-blood men.

1010.1050139 383. PROOF OF CLAIM, a living, breathing, flesh-and-blood man or woman; and specifically the Undersigned in relation to the above referenced alleged Instant matter/Criminal Case/Civil Cause/Action upon exercise of a right, can commit a "crime" or "public offense," and can cause an injury to an artificial corporate entity existing only within the mind/imagination of, **a Private Citizen**, by force of or in contemplation of law and, a "breach" of the public right and duties due which would constitute a "crime" or "public" offense or would be "injurious" to the public and therefore is punished in the name of the UNITED STATES is not and must not ensue from contract; e.g., between the Undersigned and the UNITED STATES binding the Undersigned to the corporate policy and therefore liable for "breaches" thereof on the part of the Undersigned.

1010.1050140 384. PROOF OF CLAIM, whereas a living, breathing, flesh-and-blood, **a Private Citizen**, cannot commit a "crime," "public offense," or injury against an artificial corporate Government juridical construct, its "public," "community," "social aggregate," and the like which solely exist as artificial entities and without tangible substance or actual existence; and specifically as this relates to the United States and the Undersigned, a conviction, sentence, commitment, and term of imprisonment for a non-existent "crime" or "public offense" which cannot possibly be carried out does not constitute involuntary slavery and servitude in violation of the parent corporate Government's Charter at the XIIIth and XIVth Amendments thereto; and, does not therein; and thereby, constitute "ultra vires" acts on the part of said Government actors/agents involved therein.

1010.1050141 385. PROOF OF CLAIM, all political power is not inherent in the "People"; and, the use of the word/term "people" rather than "person" as elsewhere within the text of the Constitution/Charter does not declare beyond any doubt the People are the sovereign political power holders. [See: Constitution of/for the United States of America (1789, as amended 1791) Preamble; Art. I, § 2, cl. 1; Art I, § 3, cl. 1; Amends. IX, and X]

1010.1050142 386. PROOF OF CLAIM, this principle of inherent political power does not demonstrate the natural law and the natural flow of delegated power.

1010.1050143 387. PROOF OF CLAIM, in "common usage" the word/term "person" does include the Sovereign member of the People; and, statutes/laws which use/employ the word/term "person" are not construed to exclude the Sovereign member of the People. [See: *Wilson v. Omaha Tribe*, 442 U.S. 653, 667 (1979), quoting: *United States v. Cooper Corp.*, 312 U.S. 600, 604 (1941); *United States v. Mine Workers*, 330 U.S. 258, 275 (1947)]

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1010.1050146 390. PROOF OF CLAIM, the living, breathing flesh-and-blood "People" are not the Sovereign's member of the People; without subjects, and are not superior to the State/State. [See: Chisholm v. Georgia (February Term, 1793), 2 U.S. 419, 2 Dall. 419, 1 L.Ed. 440, which States: "I shall have occasion incidentally to evince, how true it is, that States and Governments were made for man or woman; and same time how true it is, that his creatures and servants have first deceived, next vilified, and at last oppressed their master and maker... A State, useful and valuable as the contrivance is, is the inferior contrivance of man or woman; and from his native dignity derives all its acquired importance... Let a political State be considered as subordinate to people; but let everything else be subordinate to the State... As the State has claimed precedence of the people; so, in the same inverted course of things, the Government has often claimed precedence of the State; and to this perversion in the second degree, many of the volumes of confusion concerning Sovereignty owe their existence... This second degree of perversion is confined to the old world,... but the first degree is still too prevalent even in the several States, of which our union is composed. By State I mean, a complete body of free persons united together for their common benefit, to enjoy peaceably what is their own, and to do justice to others. It is an artificial person. It has its affairs and its interests; It has its rules; It has its rights; and it has its obligations. It may acquire property distinct from that of its members. It may incur debts to be discharged out of the public stock, not out of the private fortunes of individuals. It may be bound by contracts; and for damages arising from the breach of those contracts. In all our contemplations, however, concerning this feigned and artificial person, we should never forget, that, in truth and nature, those who think and speak and act, are men. Is the foregoing description of a State a true description? It will not be questioned, but it is... It will be sufficient to observe briefly that the sovereignties in Europe, and particularly in England, exist on feudal principles... The same feudal ideas run through their jurisprudence, and constantly remind us of the distinction between the prince and the subject. No such ideas obtain here [speaking of America]; at the revolution, the Sovereignty devolved on the people; and they are truly the Sovereigns of the country, but they are Sovereigns without subjects... and have none to govern but themselves; the citizens of America are equal as fellow citizens, and as joint tenants in the Sovereignty."]

1010.1050147 391. PROOF OF CLAIM, the United States did create the "office of Sovereign political power holder"; and, can ascribe penalties for "breach" of said "office" supported by a contract obtained through "full disclosure" wherein a "fair or valuable consideration" was given.

1010.1050148 392. PROOF OF CLAIM, the decision of the court in Hale v. Henkel does not contrast the Sovereign paradigm and the corporate franchise feudal paradigm. [See: Hale v. Henkel, 201 U.S. 43, 47 (1905)]

1010.1050149 393. PROOF OF CLAIM, the use/employment of the word/term "individual" in Hale v. Henkel rather than "Sovereign" member of the People; as in: "The individual may stand upon his constitutional rights as a citizen,..." does not establish and demonstrate the principle that the Sovereign member of the People; being a non-signatory to the Constitution and a non-party to this social compact, therefore has no rights created by said compact as his rights; i.e. the Sovereigns member of the People, existed by the law of the land (common-law) long antecedent to the organization of the State, that said Rights are not inherent, and are not solely "secured" by the social compact, not granted thereby nor created therein; and, said constitutional rights; e.g., The Bill of Rights, are grants, but are not rather prohibitions as they operate upon the agents of Government through contractual nexus not to violate them in respect to the People, and not to construe such as to deny or disparage others retained by the People.

1010.1050150 394. PROOF OF CLAIM, that the Supreme Court of the UNITED STATES has

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1010.1050152 396. PROOF OF CLAIM, that whereas the corporate compact territorial unit d.b.a. United States of America charter declares all "men" are free, the same does hold true and all "persons" are free.

1010.1050153 397. PROOF OF CLAIM, the United States Code and/or specifically THE ACT OF MARCH 9TH, 1933 Proclamation 2038, 2039, 2040 AND Titles 4, 7, 11, 12, 15, 16, 18, 28, 31 and 42 USC; C.F.R., THE FEDERAL REGISTRY, thereof in using/employing the word/term "person," such word/term should not be interpreted to mean a corporation/corporately colored entity. [See: 73 C.J.S., Property, § 10; 63A Am.Jur.2d, Property, § 2]

1010.1050154 398. PROOF OF CLAIM, an "attorney" is not an "officer of the court," and as such, is not an "officer" and "arm" of the State. [See: 7 C.J.S., § 4; Virgin Islands Bar Assoc. v. Dench, D.C. Virgin Islands, 124 F.Supp. 257]

1010.1050155 399. PROOF OF CLAIM, an "attorney" is not a "State Officer" and as such is not firmly part of the Judicial Branch of the State allegedly "licensed" to practice law by the Chief Justice of the Supreme Court.

1010.1050156 400. PROOF OF CLAIM, an "attorney"; i.e., a State Officer of the Court firmly entrenched in the Judicial Branch of Government, is not therefore barred under the "Separation of Powers" Clause; and, the prohibition of multiple title holdings within the Constitution(s)/Charter(s) of both the State and federal juridical Government constructs from holding any position or office outside the judicial branch of said Government; e.g., office of the President/Governor, office of a Representative/Senator, is not un-lawful and a felony as defined within the United States Code.

1010.1050157 401. PROOF OF CLAIM, an "attorney's" first duty is not to the court and public, and not to the client; and, wherever the duties to his client conflict with those he owes as an "officer of the court" in the administration of justice, the former must not yield to the latter; and, such duty to the court can be shirked under the guise of representing a client. [See: 7 C.J.S., § 4]

1010.1050158 402. PROOF OF CLAIM, the duty of an "attorney" is not to the court if a litigant client's interest threatens a State/Federal interest. [See: 7 C.J.S., § 43]

1010.1050159 403. PROOF OF CLAIM, an "attorney" who is admitted to practice, both by virtue of his oath of office and customs and traditions of the legal professions, does not owe to the court the highest duty of fidelity as an "esquire"; i.e., a shield bearer, to the master he serves. [See: 7 C.J.S., § 4]

1010.1050160 404. PROOF OF CLAIM, all courtrooms in America today; and specifically the alleged "court of record" within the above referenced alleged Instant matter/Criminal Case/Civil Cause/Action upon exercise of a right, are not commercial market places dealing in matters bearing exclusively upon the private, commercial scrip known as "Federal Reserve Notes" (F.R.N.'s), under the jurisdiction of a foreign, occupying, militaristic power, that are managed from the "bench" from the Italian "banca" for "bank" which is not broken in half; i.e., bankrupt, administered by merchant bankers called; inter alia, judges and magistrates; and, who are not enforcing private, copyrighted, corporate policy known as; inter alia, "Code(s)"; which, is not wholly owned by British Corporations under the aegis of The Crown.

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1010.1050163 407. PROOF OF CLAIM, a living, breathing, flesh-and-blood, **a Private Citizen**, considered to be a "ward of the court" does not lose all his rights; and, will be permitted to do anything therein.

1010.1050164 408. PROOF OF CLAIM, the creation of these "corporate franchises"; i.e., all-capital-letter entities; e.g., the all-capital-letter "named" US citizen within the above referenced alleged Criminal Case/Case, did not accomplish two (2) primary objectives, to wit: 1) Taking away absolute property rights (in personam); and, 2) Replace same with personal property rights (in rem) regardless of race.

1010.1050165 409. PROOF OF CLAIM, "in personam" jurisdiction does any longer apply to the average man or woman; and, has not become a "mask" (personae) by which he is defrauded, raped, pillaged, and plundered.

1010.1050166 410. PROOF OF CLAIM, these "corporate franchises" are not laboring under a conclusive presumption (statutorily imposed), judicially established, that they are "citizens" and "subjects" of the State of incorporation; i.e., port of entry (State of birth of the, **a Private Citizen**, and State of birth of the "vessel") for which an estoppel has not been imposed upon anyone denying such citizenship. [See: Marshall v. Baltimore & Ohio P.R. (1853), 16 How. (U.S.) 314; Covington Drawbridge Co. v. Shepard (1857), 20 How (U.S.) 227; U.S. v. One 1966 Chevrolet Pickup Truck, 56 F.R.D. 450 (1972); U.S. v. \$3,976.62 in Currency, One 1960 Ford Station Wagon, 37 F.R.D. 564; U.S. v. Slater, 82-2 U.S.T.C. 9571; Rachel Templeton v. Internal Revenue Service, 86-1363 on appeal from 85 C. 457]

1010.1050167 411. PROOF OF CLAIM, that any estoppels can be imposed upon a presumption by statute or otherwise.

1010.1050168 412. PROOF OF CLAIM, a "corporate franchise" is not defined non-obstante as "The right to exist and do business as a corporation. The right or privilege granted by the State or Government to the persons forming an aggregate corporation, and their successors, to exist and do business as a corporation and to exercise the rights and powers incidental to that form of organization, under 'contract,' or necessarily implied in the grant."

1010.1050169 413. PROOF OF CLAIM, a Charter of a corporation; e.g., the Charter/Constitution of the UNITED STATES OF AMERICA, 1871, is not said corporation's "general franchise"; and, a "special franchise" does not consist in any rights granted by the "public" to use property for "public use" but with private profit. [See: Title 31, U.S.C., § 321(d) (2); Black's Law Dictionary, Rev. 4th Ed., 1968, p. 1669 at TRANSFER]

1010.1050170 414. PROOF OF CLAIM, a "franchise" is not a "capital asset" resulting in capital gain or loss, depending on whether all significant powers, rights, or continuing "interests" are "transferred" (after the fact) pursuant to the sale of a "franchise." [See: Rules Against Perpetuities; Use; Null Charter; and, The Uniform Fraudulent Conveyances Act (Principal Provisions), Section 4, MT 57 (16) 0-2, Internal Revenue Manual - Administration, 392 2-87, Exhibit 800-1, p. 8051, which States: "Every conveyance or transfer made or executed without a fair or valuable consideration is void ab initio."; see also: GRANT, GRANTOR; and, GRANTOR TRUSTS in any Law Dictionary of Respondent (s') choice]

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disposing of or parting with property or with an "interest" therein, or with the possession thereof (always by delivery or "livery of seisen"), or of fixing a secret indelible maritime lien upon property or upon an "interest" therein, absolutely or conditionally, voluntarily or involuntarily, by or without judicial proceedings, as a conveyance, sale, payment, pledge, hypothecation, mortgage, lien, encumbrance, gift, security, or otherwise. [See: Title 12, U.S.C., § 411; Title 18, U.S.C., § 3613(c) - 49 Stat. 620, § 207; Title 31, U.S.C., § 321 (d) (2); Title 15, U.S.C., §§ 1 et seq. 17]

1010.1050173 417. PROOF OF CLAIM, a "transfer" is not an "assignment" or "conveyance" of property, including an instrument or document that "vests" in the transferee such rights as the transferor had therein; and, is not a general term; i.e., all-encompassing term, used by the Uniform Commercial Code as Codified in the United States Code and Code of Federal Regulations to describe the act that passes an "interest" in an instrument to another. [See: Title 28 D.C. Code §§ 28.3-201(1) and 28.7-504(1); Scheid v. Shields, 269 Ore. 236, 524 P.2d 1209, 1210; Hayter v. Fern Lake Fishing Club, 318 S.W.2d 912, 915 (Tex. Civ. App.)]

1010.1050174 418. PROOF OF CLAIM, it is not the retention or relinquishment of this "interest" in every species of contract that determines who the Creditor and who the Debtor are and said parties "reasonable expectations" as to whom will succeed in any contract dispute arising from such a legal or commercial transaction.

1010.1050175 419. PROOF OF CLAIM, whereas "transfer" means every mode; direct or indirect, absolute or conditional, voluntary or involuntary, in disposing or parting with property or with an "interest" in property, it may not include retention of the "res" and title (the "legal interest") upon proper terms, as a "security interest," or foreclosure of the debtors equity of redemption, as an unliquidated claim to the holder in due course, having given value and secured the accrued right of action for enforcement purposes. [See: Title 11, U.S.C., § 101 - Bankruptcy Code]

1010.1050176 420. PROOF OF CLAIM, these "corporate franchises" are not governed by the and maritime law of England. [See: Unification Act of 1964, 4 F.R.D. 325; Black Diamond S.S. Corp. v. Stewart & Son's, 336 U.S. 386, 403, 69 S.Ct. 622, 93 L.Ed.2d 754; Romero v. Int'l Terminal Operating Co. (1959), 358 U.S. 354, 79 S.Ct. 468, 3 L.Ed.2d 368; In re Alexander McNeil, 80 U.S. (13 Wall.) 236, 20 L.Ed. 624]

1010.1050177 421. PROOF OF CLAIM, Title 28 of the United States Code, Federal Rules of Civil Procedure (F.R.Civ.P.) is not an admiralty rule book which governs ALL disputes over maritime contracts "in rem," or "quasi in rem," and "actions" or "transactions" that impose a debt, duty, obligation, or liability; e.g., an unliquidated claim and an accrued right of action; and, said Rules of Civil Procedure as adopted and in use/employment within the United States as contained in the United States Code are not also an admiralty rule book aping its corporate parent's Rule Book. [See: U.S. v. Kirkpatrick, 186 F.2d 3931]

1010.1050178 422. PROOF OF CLAIM, there is not a two (2)-part test to determine existence of traditional admiralty jurisdiction; and, those two (2) parts are not: 1) It must be established; and, 2) It must be proven. [See: National Sea Clammers Assoc. v. New York, 616 F.2d 1222 (C.A.3 N.J. 1980), vacated on grounds, 453 U.S. 1, 69 L.Ed.2d 435, 101 S.Ct. 2615]

1010.1050179 423. PROOF OF CLAIM, there is not a four (4) part test to determine traditional maritime jurisdiction; and, those four (4) parts are not: 1) What are the functions and rule of the parties (the terms of the contract); 2) What are the types of vehicles and instrumentalities used (reward contract and duty to perform); 3) What is the causation (breach of contract and duty to

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are not therefore of admiralty jurisdiction. [See: *The Glide*, 167 U.S. 606; *The Corsair*, 145 U.S. 342; *American Ins. Co. v. Cantor*, 1 Pet. (U.S.) 511, 545 (1828)]

1010.1050181 425. PROOF OF CLAIM, a case/matter in admiralty does in fact arise under the Constitution or Laws of the United States of America. [See: *American Ins. Co. v. Cantor*, 1 Pet. (U.S.) 511, 545 (1828)]

1010.1050182 426. PROOF OF CLAIM, in 1697, the British Board of Trade, under the Navigation Act, did not establish vice-admiralty courts set-up under the Townsend Acts, to provide a separate forum for "corporate franchise" merchants under license, or charter of the king, to resolve contractual disputes over the "transfer" or "conveyance" of "interests in property, as well as property itself; more often than not, being disputes over "chattel paper," as opposed to money of different weight and fineness having numismatic or intrinsic value, and said disputes generally involving a controversy over the "transfer" of an "interest" (res and title) to the property involved, or upon the terms or conditions of its delivery (livery of seisen); and, said merchant system was not introduced in England since before 1290 A.D.; and, did not evolve into a system of registration, first called "The Great Exchequer of the Jews," which operated to effect a security transaction and livery of seisen (Jewish mortgage; i.e., a "dead-gage," a pawn or pledge; something deposited as security for the performance of some act or the payment of money which; on failure or non-performance, is forfeited. A mortgage being a dead-gage as whatever profit it yields, it redeems not itself unless the whole amount secured is paid at the appointed time); which, did not have more influence upon the common-law (legal) mortgage than is generally believed; which, today is called a legal and/or equitable (contractual) mortgage through the registration of any written document/instrument; e.g., the registration of live birth of a child, that describes the property and transfers a security interest in the property, to effect a lien and secure contract obligations; e.g., a U.C.C.-1 Financing Statement. [See: *Rabinowitz, The Story of the Mortgage Retold* (1945), 94 U.Pa.L.R. 94; *The Common Law Mortgage and the Conditional Bond* (1943), 92 U.Pa.L.R. 179; *Kamberg, Commercial Law According to the Talmud* (1933), 38 Commercial Law Journal 239; 3 *Tiffany, Real Property*, 2nd Ed., 2373-2743]

1010.1050183 427. PROOF OF CLAIM, this system of admiralty and or maritime jurisdiction has not evolved today to the point that whenever the United States is a party to an action, "Chancery" is not adopted which jurisdiction is not conferred on federal and State courts by the Constitution, now statute and charter, and usages of "Chancery" in England whom furnish Chancery law that is exercised. [See: 17 How. (U.S.) 478; *Pennsylvania v. Wheeling & Belmont Bridge Co.* (1852), 54 U.S. 518, 14 L.Ed. 249]

1010.1050184 428. PROOF OF CLAIM, "Chancery" jurisdiction is not synonymous with "general equity jurisdiction," which is practiced according to State law or local practice and is not practiced according to the law of England. [See: 2 *Sumn.* 401; 3 *Wheat.* 211; 2 *McLean* 568; 15 *Pet.* 9; 11 *How.* 669]

1010.1050185 429. PROOF OF CLAIM, "Chancery" jurisdiction is not a "special" maritime jurisdiction "in rem."

1010.1050186 430. PROOF OF CLAIM, "in rem" is not a technical term used to designate proceedings or actions instituted against the "thing" (res), in contradistinction to personal actions which are "in personam"; and, do not include judgments of property as forfeited (or forfeitable as property previously pledged or hypothecated. [See: 12 U.S.C., §411], or as prize in the admiralty, or the English Exchequer), but also the decisions of other courts upon the personal status, or relations of the party: such as marriage divorce bastardy settlement or the like. [See: 1

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1010.1050188 432. PROOF OF CLAIM, "forfeiture" is not an action of debt, and as such, does not begin in admiralty whether on land or navigable water. [See: United States v. \$5,372.85, 283 F.Supp. 904 (1968)]

1010.1050189 437. PROOF OF CLAIM, the "law of persons and things" is not the "law of status"; and, the "law of things" is not the "law of property"; or better yet, "contract."

1010.1050190 438. PROOF OF CLAIM, whereas a "person" as such word/term is used-employed within statutes/laws/codes/regulations/rules/ordinances, and the like; and specifically within the United States Code and specifically THE ACT OF MARCH 9TH, 1933 Proclamation 2038, 2039, 2040 AND Titles 4, 7, 11, 12, 15, 16, 18, 28, 31 and 42 USC; C.F.R., THE FEDERAL REGISTRY, thereof, is a subject of "rights" ("person of inherence" [entitled]) and duties ("person of incidence" [bound]), and as a subject of a right, the "person" is the object of the correlative duty, such "rights are not "legal rights"; which, are not more properly and accurately defined as "benefits/privileges"; and, "duty" is not more properly and accurately defined as "obligations"; which, do not arise from the acceptance (possession) and "use" of such "rights"; and this correlative relationship of "benefits and obligations" does not arise from "contract" between the parties, real or presumed, expressed or implied, revealed or unrevealed. [See: Black's Law Dictionary, Rev. 4th Ed (1968), pp. 1299 - 1300 at "PERSON"]

1010.1050191 439. PROOF OF CLAIM, where a "benefit(s)" is compelled; and specifically if said "benefit(s)" is in the nature of an economic benefit(s), the correlative "obligation" can be enforced, compelled, demanded, extracted, and the like. [See: Maynard Mehl v. John H. Norton, No. 31,338, 201 Minn. 203, 275 NW. 843, 1937; W.H. Shearon v. Travis Henderson, Guardian, etc., 38 Tex. 245 (1873); Jo Elaine Bailey Woodland v. Shirley Wisdom, No. 06-97-00083-CV, 975 S.W. 2d 712 (1998); Charles L. Black Aycock et al. v. F.H. Pannhill, Sr. et al., 853 S.W.2d 161 (1993); F.M. Smith v. Texas Commerce Bank - Corpus Christi, NA., et al., 822 S.W.2d 812 (1992); Frances Jackson Rogers v. David Or, **a Private Citizen**, Rogers, Jr. 806 S.W.2d 886 (1991)]

1010.1050192 440. PROOF OF CLAIM, President Lincoln did not replace the Constitution, law, custom, and tradition of America with Roman, Civil Law by Justinian, which was available as a codified whole and of which he was an able scholar.

1010.1050193 441. PROOF OF CLAIM, the principle of "novation"; i.e., the substitution of an old debt with a new one, contained within the Roman Civil Law, did exist in America prior to the Civil War and Congressional Walk-Out of the Southern States there from and said Congress' reconvening under martial law by President Lincoln in his capacity as Commander-In-Chief.

1010.1050194 442. PROOF OF CLAIM, this principle of "novation" is not accomplished by the registration, recording, and enrollment of the birth document/instrument (however termed/styled) of a new born child when the "interest" in biological property/goods is transferred and recorded, originally at the County Recorder's Office, sent to the Secretary of State, exported to the Department of Commerce through the Bureau of the Census therein; and thereof, thereby effectuating the process of "conversion" of a man or woman's life, labor, and property to a "capital asset" of the UNITED STATES and said process of "novation" being complete and ratified when said child/, **a Private Citizen**, assents to being a debtor by submitting an application for a benefit, privilege, immunity, or opportunity from any branch, agency, or instrumentality of the

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- 1010.1050196 444. PROOF OF CLAIM, "conveyances" whether effectuated by pledge, hypothecation, or otherwise which will thereby render, **a Private Citizen**, insolvent, without "fair consideration" is not fraudulent. [See: Uniform Fraudulent Conveyances Act (Principal Provisions) (IRM 822), 392 2-87 Legal Reference Guide, p. 8051, § 4, which States: "Sec. 4. Conveyances By Insolvent - Every conveyance made and every obligation incurred by a person who is or will be thereby insolvent is fraudulent as to creditors without regard to his actual intent if conveyance is made or the obligation is incurred without fair consideration."]
- 1010.1050197 445. PROOF OF CLAIM, all modern federal and State law; and specifically the so-called law as contained within the United States Code and specifically THE ACT OF MARCH 9TH, 1933 Proclamation 2038, 2039, 2040 AND Titles 4, 7, 11, 12, 15, 16, 18, 28, 31 and 42 USC; C.F.R., THE FEDERAL REGISTRY, thereof, does not appear in the form of codes patterned after the Code of Justinian, and often following it in places exactly.
- 1010.1050198 446. PROOF OF CLAIM, Roman Civil Law is not a perversion of "private law."
- 1010.1050199 447. PROOF OF CLAIM, Roman Civil Law is not also known as "Black Letter Law," a term which does not refer to the laws of "servitude" to the church or king; for which, use/employment of the color/word/term "Black" is not symbolic of the unquestionable (ex cathedra) authority of the priest (judges/legislators) dictates (private conscience), when clothed in his morning robe.
- 1010.1050200 448. PROOF OF CLAIM, this "Black Letter Law" does not form the basis of all law, both State and federal; and specifically that of the United States as allegedly promulgated within the United States Code and/or **specifically THE ACT OF MARCH 9TH, 1933 AND Titles 4, 7, 11, 12, 15, 16, 18, 28, 31 and 42 USC; C.F.R., THE FEDERAL REGISTRY**, thereof, and does not represent the most insidious form of slavery of mind; which, is not effectuated by entrapment through one-sided (unilateral); or implied, contracts which, **a Private Citizen**, is never aware of until he is hammered with compelled performance.
- 1010.1050201 449. PROOF OF CLAIM, "private law" is not the "conscience law" of one being or entity acting as an alleged "source of authority"; and, there is liberty of conscience, of choice of contract as to its terms; and, the "offeror" of ALL Roman Civil Law Governments is not based upon the personal beliefs of the Emperor (Governor/President/Chief-Executive Officer); and, acceptance is not signified by "tacit procuration" wherein; and whereby, silence equates to "consent."
- 1010.1050202 450. PROOF OF CLAIM, "Public Policy" is not "private law." [See: Hartford Fire Ins. Co. v. Chicago, etc. R.Co., 175 U.S. 91, which States: "The term 'policy' as applied to statute, regulation, rule of law, course of action, or the like, refers to its probable effect, tendency, or object considered with reference to the social or political well being of the State. Thus, certain classes of acts are said to be against 'public policy' when the law refuses to enforce or recognize them, on the grounds that they have a mischievous tendency, so as to be injurious to the interests of the State, apart from illegality or immorality."; Brown v. Brown, 88 Conn. 42; "Public Policy is a variable quantity; it must and does vary, with the habits, capacities, and opportunities of the public.", 36 CH.Div. 539; Chaffee v. Farmer's Co-Op Elevator Co., 39 N.D. 585]

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1010.1050205 453. PROOF OF CLAIM, "private law" has not always been concerned with "bilateral contract"; and, cannot only be used in or by Lawful Government for establishing private commercial relations called "licenses." [See: Aden v. Dalton, 341 Mo. 454, 107 S.W.2d 1070, 1073; Aust. Jur., § 308; Black's Law Dictionary, Rev. 4th Ed., p. 394, at "CONTRACT"]

1010.1050206 454. PROOF OF CLAIM, "Public Law" for "private use" does not protect the identity of the People apart from civil Government; and, Roman Civil Law does allow for this. [See: Hale v. Henkel, 201 U.S. 43 (1905), which States: "The individual may stand upon his constitutionally secured rights as a citizen. He is entitled to carry on his private business in his own way. His power to contract is unlimited. He owes no duty to the State or to his neighbor to divulge his business, or to open his doors to an investigation, as far as it may tend to incriminate him. He owes no duty to the State, since he receives nothing there from, beyond the protection of his life and property. His rights are such as existed by the law of the land long antecedent to the organization of the State. He owes nothing to the public so long as he does not trespass upon their rights."]

1010.1050207 455. PROOF OF CLAIM, the court's decision in Hale v. Henkel as cited supra, does not mark the beginning of a "collective entity rule"; and, does not establish the line of demarcation between "private law" to secure private unalienable Rights; as distinguished from "public law" for public commercial use; which, operating therein; and thereby, binds, **a Private Citizen**, to all obligations ensuing or arising therefrom. [See: Brasswell v. United States, 487 U.S. 99 (1988), which States: "But individuals, when acting as representatives of a collective group, cannot be said to be exercising their personal rights and duties, not to be entitled to their purely personal privileges. Rather they assume the rights, duties, and privileges of the artificial entity or association of which they are agents or officers and they are bound by its own obligations."; United States v. White, 322 U.S. 694 (1944); Wilson v. U.S., 221 U.S. 361 (1911); Wheeler v. U.S., 226 U.S. 478, 489, 490; Grant v. U.S., 227 U.S. 74, 80 (1913)]

1010.1050208 456. PROOF OF CLAIM, the 1st Amendment to the Constitution for the United States of America, now adopted Charter of the federal municipal for-profit corporate juridical construct d.b.a. UNITED STATES, in its use/employment of the word/term "religion" does not refer to "conscience"; i.e., what **a Private Citizen**, believes in his conscience is his religion; and, is not therefore a prohibition upon the agents of said Government to prevent one man or woman's; or a group of men's, personal conscience from being legislated into law as "public policy," thereby enjoining Government from interfering with a man or woman's right to express his conscience by making any 'public policy' based upon it. [See: Davis v. Beason, 133 U.S. 333, 10 S.Ct. 229, 32 L.Ed. 637, which States: "...the term 'religion' in this Amendment refers exclusively to a person's views of his relations to his Creator, though often confused with some particular form of worship, from which it must be distinguished; Thomas v. Collins (1945), 323 U.S. 516, 65 S.Ct. 315, 89 L.Ed. 430, which States: "First Amendment gives freedom of mind same security as freedom of conscience."]

1010.1050209 457. PROOF OF CLAIM, a legislature; and specifically the Congress of the UNITED STATES, does have any authority or right to obstruct through "Public Law" or "Public Policy" the obedience of a man or woman; and specifically the Undersigned, which would cause such, **a Private Citizen**, to transgress the Law of his Creator. [See: Robin v. Hardaway (1772), 1 Jefferson 109; 1 Am.Jur.2d, § 14]

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non-XIVth Amendment Trust "res,"; and, a want of a privity contract, or contract itself, did not act to deprive it of said jurisdiction over and within said matters.

1010.1050212 460. PROOF OF CLAIM, that "privity of contract," or "contract" itself is not the dividing line between a court having "subject-matter jurisdiction," and "jurisdiction of the subject-matter."

1010.1050213 461. PROOF OF CLAIM, a man or woman; and specifically the Undersigned, does not have to "contract" into the jurisdiction of the UNITED STATES, or any and all "STATE OF" sub-franchise compact territorial State units; and, at the heart of every "contract" does not lie a mystery involving the "transfer of the interest in property," which every "contract" embraces.

1010.1050214 462. PROOF OF CLAIM, the ruling decision in *Hanson v. Deckla* does not sustain the proposition that the XIVth AMENDMENT to the federal municipal for-profit corporate juridical construct's Charter d.b.a. UNITED STATES cannot and does not work in favor of non-XIVth Amendment men; and specifically the Undersigned; and, it does not establish a dividing line between public (municipal) law and private law; i.e., *jus gentium publicum v. jus gentium privatum*, which are both international in character. [See: *Hanson v. Deckla*, 357 U.S. 235 (1958)]

1010.1050215 463. PROOF OF CLAIM, House Joint Resolution - 192 (HJR-192) is not mutable by will; and, a man or woman; and specifically the Undersigned, can be compelled to act as a bankrupt or insolvent under private law for public charitable purposes. [See: *Funk v. United States*, 290 U.S. 371; *Hanson v. Deckla*, 357 U.S. 235 (1958)]

1010.1050216 464. PROOF OF CLAIM, the General Assembly (legislature) of the United States of America is a body, which sits according to law of "Positive Act"; and, does not rather sit by "resolution"; i.e., expressing an "opinion," the subject matter of which would not and does not constitute a statute/law. [See: *Baker v. City of Milwaukee*, 271 Ore. 500, 552 P.3rd 772]

1010.1050217 465. PROOF OF CLAIM, the "Reconstruction Acts" and the XIVth Amendment to the corporate parent's Constitution/Charter d.b.a. UNITED STATES has not allowed one man or woman's religious conscience in the Executive Branch thereof, in his capacity as Commander-In-Chief, to dictate "public policy" based solely upon his claim that "I am the State" in the eyes of International Law; and, said "public policy" does not become the religious conscience of every member of the XIVth Amendment eleemosynary corporate church State "public trust" whom have rewritten their Constitutions to conform to it.

1010.1050218 466. PROOF OF CLAIM, that a man or woman's participation within this "public trust" scheme was not, and is, not voluntary.

1010.1050219 467. PROOF OF CLAIM, the Vth Amendment to the Constitution for the United States of American, ~~and~~ as adopted by the federal municipal for-profit corporate Government juridical construct d.b.a. UNITED STATES, does pertain to the People of the States. [See: *John Barron v. The Mayor and City of Baltimore*, 7 Pet. (U.S.) 240; *Spies v. Illinois* (1887), 123 U.S. 131, 31 L.Ed. 80]

1010.1050220 468. PROOF OF CLAIM, the Vth Amendment; unlike the XIVth Amendment to

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1010.1050221 469. PROOF OF CLAIM, all contracts, whether express or implied, are not subject to the universal "essentials" of "contract law," pertaining to the fundamentals of the interaction between the parties.

1010.1050222 470. PROOF OF CLAIM, a "contract" is not an agreement; e.g., as will be set and established by the parties to this Conditional Acceptance for Value and counter offer/claim For Proof of Claim, between two or more men/persons, which creates an obligation to do or not to do a particular thing.

1010.1050223 471. PROOF OF CLAIM, the "essential" elements of "contract" are not 1) parties capable of contracting; 2) consent; 3) lawful object; 4) a sufficient cause or consideration; 5) mutuality of agreement; and, 6) mutuality of obligation. [See: H. Liebes & Co. v. Klengenberg, 23 F.2d 611, 612 (C.C.A.Cal)]

1010.1050224 472. PROOF OF CLAIM, "agreement" can be vague; i.e. uncertain and not susceptible to being understood. [See: H. Liebes & Co. v. Klengenberg, *supra*]

1010.1050225 473. PROOF OF CLAIM, the "essentials" of "consent" are not it must be 1) free; 2) mutual; and 3) communicated by each to the other. [See: Corbin, Contracts, 1 vol. ed., 1952]

1010.1050226 474. PROOF OF CLAIM, "consent" is not an act of reason, accompanied with deliberation, wherein the mind is weighing in a balance the good (benefit) and evil (duty/obligation) of a proposed/offered "contract." [See: 1 Story, Eq.Jur., § 222; Lervick v. White Tops Cabs, 10 So.2d 67, 73, (la.App.)]

1010.1050227 475. PROOF OF CLAIM, "consent" does not mean "voluntary" agreement by, **a Private Citizen**, to make an intelligent choice to contract or not to contract.

1010.1050228 476. PROOF OF CLAIM, "consent" and "submission" are synonymous; and, a mere "submission" does necessarily involve "consent." [See: 9 Car. & P. 722]

1010.1050229 477. PROOF OF CLAIM, "consent" can be obtained, and is free and mutual when obtained, through duress, menace, fraud, undue influence, and or mistake.

1010.1050230 478. PROOF OF CLAIM, "fraud" is not an intentional perversion of the truth to induce another; e.g., the Undersigned within the above referenced alleged Instant matter/Criminal Case/Civil Cause/Action upon exercise of a right, in reliance thereon to part with a valuable thing or legal right belonging to him; and or, a false representation of a matter of fact, whether by words or by conduct, false or misleading allegations, or concealment of that which should have been disclosed, which deceives, and is intended to deceive another, so he acts upon it to his injury embracing all multifarious means, **a Private Citizen**, can devise to gain advantage over another; e.g., false suggestion, suppression of the truth, surprise, trick, cunning, dissembling, and any unfair way by which another is cheated.

1010.1050231 479. PROOF OF CLAIM, "fraud" does not vitiate - i.e. make void; cause to fail of force or effect; destroy or annul the legal efficacy and binding force of an act or instrument every transaction and all contracts; and does not destroy the validity of everything into which it enters

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Bleistein, 115 N.Y. 316, 7 L.R.A. 702; McNair v. Southern States Finance Co., 191 N.C. 710, 133 S.E. 85, 88]

1010.1050234 482. PROOF OF CLAIM, "fraud" does not comprise all acts, omissions, and concealments involving a breach of a legal or equitable duty and resulting in damage to another. [See: 1 Story, Eq. Jur., § 187; Howard v. West Jersey & S.S.R. Co., 102 N.J.Eq. 517, 141 A. 755, 757]

1010.1050235 483. PROOF OF CLAIM, the Constitution/Charter; be it State or Federal, is not a contract. [See: Padelford, Fay & Co. v. The Mayor and Alder, **a Private Citizen**, of the City of Savannah, 14 Ga. 438 (1854), which States: "But indeed, no private person has a right to complain, by suit in court, on the grounds of a breach of the Constitution. The Constitution, it is true, is a compact (contract), but he is not a party to it. The States are a party to it..."]

1010.1050236 484. PROOF OF CLAIM, that rights and duties/obligations contained within and arising from a contract do not only effect and bind parties to said contract.

1010.1050237 485. PROOF OF CLAIM, parties to a contract are not determined by signature.

1010.1050238 486. PROOF OF CLAIM, **a Private Citizen**, not a signatory to a contract does have any rights; and, does have/owe any duties/obligations therein, and or arising there from.

1010.1050239 487. PROOF OF CLAIM, the UNITED STATES' Constitution/Charter does operate over and upon the Undersigned.

1010.1050240 488. PROOF OF CLAIM, there are clauses in the Federal Constitution/Charter that subject the Undersigned to the "statutory jurisdiction" of the UNITED STATES.

1010.1050241 489. PROOF OF CLAIM, the UNITED STATES' Constitution does not operate solely over and upon only "office" holders; i.e., *inter alia*: officers, employees, agents, residents, citizens, public, and or persons of said corporate Government juridical constructs.

1010.1050242 490. PROOF OF CLAIM, the Undersigned as a non-party and non-signatory to the UNITED STATES' Constitution/Charter does have any rights therein or arising there from; and, does owe any duty/obligation thereto.

1010.1050243 491. PROOF OF CLAIM, there were at the time of the alleged violation(s) of statute(s)/law(s) within the above referenced alleged Instant matter/Criminal Case/Civil Cause/Action upon exercise of a right, and are now this present day, any valid, lawful, enforceable "contracts," real or presumed, expressed or implied, revealed or unrevealed, between the Undersigned and the UNITED STATES, wherein there was "full disclosure," "fair or valuable consideration," free and mutual "consent," of which the alleged "court of record" within the above referenced alleged **CIVIL/COMMERCIAL/Instant matter/Criminal Case/Civil Cause/Action upon exercise of a right** took tacit (silent); or express, judicial notice of to bind therein the Undersigned to the "private law" in support of a "private right"

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matter/Criminal Case/Civil Cause/Action upon exercise of a right, and the Undersigned's property.

1010.1050245 493. PROOF OF CLAIM, the Undersigned is not the perfected superior lien hold claimant and principal Creditor of the all-capital-letter "named" US citizen (Debtor) in the above referenced alleged Instant matter/Criminal Case/Civil Cause/Action upon exercise of a right, and property held in said "name."

1010.1050246 494. PROOF OF CLAIM, the all-capital-letter "name" of the US citizen within the above referenced alleged **CIVIL/COMMERCIAL/Instant matter/Criminal Case/Civil Cause/Action upon exercise of a right** does reference and or identify the Undersigned.

1010.1050247 495. PROOF OF CLAIM, the Undersigned did agree to subordinate the Undersigned's "perfected security interest" in the Debtor; i.e., the all-capital-letter "named" US citizen within the above referenced alleged Instant matter/Criminal Case/Civil Cause/Action upon exercise of a right, and property to the UNITED STATES.

1010.1050248 496. PROOF OF CLAIM, the Undersigned is the "accommodation party," "surety," "fiduciary," and the like of the all-capital-letter "named" US citizen within the above referenced alleged Instant matter/Criminal Case/Civil Cause/Action upon exercise of a right; and, is not rather the attorney-in-fact/Authorized Representative for same.

1010.1050249 497. PROOF OF CLAIM, the United States did not become a "cooperator"; and, did not thereby lay down its sovereignty and take on the character of private citizens as a whole; and, can exercise no power which is not derived from the corporate Charter/Constitution. [See: The Bank of the United States v. Planters Bank of Georgia, 6 L.Ed., 9 Wheat. 244]

1010.1050250 498. PROOF OF CLAIM, within the above referenced alleged **CIVIL/COMMERCIAL/Instant matter/Criminal Case/Civil Cause/Action upon exercise of a right** the Prosecutor did post any indemnity bond to indemnify his actions to any injury to the Undersigned.

1010.1050251 499. PROOF OF CLAIM, the facts as set, established, and thereby agreed upon by the parties to this Conditional Acceptance for Value and counter offer/claim For Proof of Claim; i.e., Respondent(s) and the Undersigned, do not apply and operate within and upon any and all previous alleged Criminal Case(s)/Cause(s) irrespective and regardless of what sub-franchise compact territorial State unit said were alleged within.

1010.1050252 500. PROOF OF CLAIM, the Undersigned is and was a party to the above referenced alleged Instant matter/Criminal Case/Civil Cause/Action upon exercise of a right; and, was not rather a non-party thereto; and, said matter/dispute was not solely between fictional entities.

1010.1050253 501. PROOF OF CLAIM, the all-capital-letter "named" US citizen within the above referenced alleged **CIVIL/COMMERCIAL/Instant matter/Criminal**

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- 1010.1050255 503. PROOF OF CLAIM, offenses created by statute(s) as contained within the United States Code and specifically THE ACT OF MARCH 9TH, 1933 Proclamation 2038, 2039, 2040 AND Titles 4, 7, 11, 12, 15, 16, 18, 28, 31 and 42 USC; C.F.R., THE FEDERAL REGISTRY, thereof are created by common-law; and, are not offenses "malum prohibitum"; i.e., crimes only because prohibited by statute(s) (statutory offense(s)).
- 1010.1050256 504. PROOF OF CLAIM, the statutes as contained within the United States Code and **specifically THE ACT OF MARCH 9TH, 1933 AND Titles 4, 7, 11, 12, 15, 16, 18, 28, 31 and 42 USC; C.F.R., THE FEDERAL REGISTRY**, thereof do operate over and upon the Undersigned.
- 1010.1050257 505. PROOF OF CLAIM, "statutory jurisdiction" is a lawful jurisdiction, lawfully created by the "fundamental law of the land" or common-law; and, that the Undersigned is subject thereto; and is bound thereto in any form or manner, contractually or otherwise.
- 1010.1050258 506. PROOF OF CLAIM, the Uniform Commercial Code as codified within the United States Code and Code of Federal Regulations is not the controlling/governing law of; and within, the alleged "court of record." within the above referenced alleged Instant matter/Criminal Case/Civil Cause/Action upon exercise of a right.
- 1010.1050259 508. PROOF OF CLAIM, any lawful and or legal relationship (nexus), through contract or otherwise, does exist between the Undersigned and the "source of authority" for the United States Code and/or **specifically THE ACT OF MARCH 9TH, 1933 AND Titles 4, 7, 11, 12, 15, 16, 18, 28, 31 and 42 USC; C.F.R., THE FEDERAL REGISTRY**, thereof; and, are therefore binding and of legal force or effect over and upon the Undersigned.
- 1010.1050260 509. PROOF OF CLAIM, there was not fraud perpetrated within and against the Undersigned within the above referenced alleged **CIVIL/COMMERCIAL/Instant matter/Criminal Case/Civil Cause/Action upon exercise of a right** by any and all parties involved therein; and, should the Respondent(s) agree; expressly or otherwise, to the facts contained within this Conditional Acceptance for Value and counter offer/claim For Proof Of Claim as said facts operate in favor of the Undersigned, such facts do not demonstrate, evidence, establish, and affirm fraud within said Instant matter/Criminal Case/Civil Cause/Action upon exercise of a right; and, said fraud does not vitiate all decisions, orders, the judgment, and the like within said **CIVIL/COMMERCIAL/Instant matter/Criminal Case/Civil Cause/Action upon exercise of a right** ab initio.
- 1010.1050261 510. PROOF OF CLAIM, there does still remain any arguable basis for the court's "subject-matter jurisdiction" within the above referenced alleged Instant matter/Criminal Case/Civil Cause/Action upon exercise of a right; and, the judgment of said court in said **CIVIL/COMMERCIAL/Instant matter/Criminal Case/Civil Cause/Action upon exercise of a right** is not therefore void ab initio.

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1010.1050263 512. PROOF OF CLAIM, the Office of Risk Management does have any power, authority, and right derived from validly enacted statute/law, commercial law, contract law, or other to place or impose a cap/limit upon the amount of any Tort Claim submitted by the Undersigned in this matter and relating hereto, in regards to what they, acting for the insurer of said commercial vessel, will pay out on said Tort Claim.

1010.1050264 513. PROOF OF CLAIM, that should the Office of Risk Management refuse or otherwise dishonor a Tort Claim submitted by the Undersigned, and as agreed upon by the insured and the Undersigned, the Undersigned cannot take other appropriate/remedial action(s) for remedy, which cannot include involuntary bankruptcy in a foreign proceeding for a said claim.

1010.1050265 514. PROOF OF CLAIM, Respondent(s) do and will have any right to deny, argue, controvert, or otherwise protest the facts in the matters set, established, and agreed upon between the parties to this Conditional Acceptance for Value and counter offer/claim For Proof Of Claim within any forum/venue the Undersigned may choose to bring an action/proceeding in to obtain redress and remedy in this matter; and all matters relating to and arising from said matter; and, such act(s) upon the part of Respondent(s) will not be deemed and evidenced as act(s) of breach of said agreement, further attempts to perpetrate acts of fraud upon the Undersigned, bad faith, and the like.

1010.1050266 515. PROOF OF CLAIM, the Respondent(s) do not have the "duty" and "obligation" to produce the "Proofs Of Claim," as requested herein, pursuant to the principles and doctrines of "clean hands" and "good faith" dealings with the Undersigned, and applicable statute(s) as they operate upon Respondent(s) as "office holders"; i.e., officer(s)/agent(s), of the corporate Government juridical construct commercial vessel d.b.a. by oath of office thereto, and contract therewith as a voluntary commercial indenture therein; and thereto.

III. CAVEAT

1010.10501 3.1 Please understand that while the Undersigned wishes and desires to resolve this matter as promptly as possible, the Undersigned can only do so upon Respondent (s') 'official response' to this Conditional Acceptance for Value and counter offer/claim for Proof of Claim by Respondent(s) providing the Undersigned with the requested and necessary Proof of Claims raised herein above.

1010.10502 3.2 Therefore, as the Undersigned is not a signatory; NOR a party, to your "social compact" (contract) known as the Constitution (Charter) of the UNITED STATES; NOR noticed NOR cognizant, of any agreement/contract between the UNITED STATES, and the Undersigned and specifically any obtained through FULL DISCLOSURE and containing any FAIR/VALUABLE CONSIDERATION therein, which would act/operate to create and establish a "relationship" (nexus) and thereby; and therein, bind the Undersigned to the specific "source of authority" for the creation and existence of the alleged statute(s)/law(s) as contained and allegedly promulgated within the "Code" known as the United States Code; which, with the privity of contract or contract itself would thereby; and therein, create and establish legal force and or effect of said statute(s)/law(s) over and upon the Undersigned; and, would also act/operate to subject the Undersigned to the "statutory jurisdiction" of the UNITED STATES, its laws, venue, jurisdiction, and the like of its commercial courts/administrative tribunals/units and thereby; and therein, bind the Undersigned to said courts/administrative tribunal's/unit's decisions, orders, judgments, and the like; and specifically as within the above referenced alleged Instant matter/Criminal Case/Civil Cause/Action upon exercise of a right; and, which would act/operate to establish and confer upon

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agreement, and while in office, they are bound by that contract and can be held liable for damages while acting under that contract! In conjunction with the other aforementioned bodies have acted as the keepers of the gate, have gate kept, has committed the illegal act of gatekeeping and are liable to the presenter/petitioner for the amounts claimed in the complaint at treble damages.

1010.10504 3.3. To the following the parties agree in fact and in substance THAT:

- A. That the presenter is an adult and is not a minor, and infant, a delinquent, a juvenile, a deceased person, an incompetent person, an insane person, but is completely within their competent mental faculty documenting their attaining the age of majority, and having the right to gain control over the securities held and their minor account.
- B. The trustees/public officials/fiduciaries over the estates of minors hereby and herein agree to the aforementioned and to the surrendering to the undersigned full and complete control over the securities held in their minor and master accounts +30% interest per annum, +60% interest per denim for any delays beyond the 10th business day of receipt of this presentment.
- C. The parties agree that the right to the securities belong to the security interest holder, which is the former minor, the age attaining adult, which gives no other party the right to hold and or maintain said securities without the undersigned's direct, explicit consent, and this contract documents the disaffirmance and the withdrawal of any consent, as this self-executing binding irrevocable contractual agreement coupled with interests supersedes and shall remain superior to any and all related contracts and/or agreements prior to this agreement, heretofore, henceforth, and at present. This agreement shall remain in force for the next 99 fiscal years and or the year 2221 A.D. whichever occurs first.
- D. The parties agree as stated above that the United States government is bankrupt, however, that the estates held in trust are not bankrupt, and the parties agree that any amount that cannot be paid with value shall be delivered in twice the amount of land asset, with the undersigned having the choice of land locations, of which none are to be construed as desert land, hazardous land, uninhabitable land.

1010.10505 3.4 The Undersigned herein; and hereby, provides the Respondent(s) ten (10) calendar days; to commence the day after receipt of this Conditional Acceptance for Value and counter offer/claim for Proof of Claim, in which to gather and provide the Undersigned with the requested and necessary Proof of Claims raised herein above, with the instruction, to transmit said Proof of Claims to the Undersigned and the below named Notary/Third Party for the sole purpose of certifying RESPONSE or want thereof from Respondent(s). Further, the Undersigned herein; and hereby, extends to the Respondent(s) the offer for an additional ten (10) calendar days in which to provide the requested and necessary Proof of Claims raised herein above. If Respondent(s) desires the additional ten (10) calendar days, Respondent must cause to be transmitted to the Undersigned and the below named Notary/Third Party a signed written REQUEST. Upon receipt thereof, the extension is automatic; however, the Undersigned strongly recommends the Respondent(s) make request for the additional ten (10) calendar days well before the initial ten (10) calendar days have elapse to allow for mailing time. NOTICE: Should Respondent(s) make request for the additional ten (10) calendar days, said request will be deemed "good faith" on the part of Respondent(s) to perform to this offer and provide the requested and necessary Proof of Claims. Should Respondent(s) upon making request for the additional ten (10) calendar days then fail or otherwise refuse to provide the requested and necessary Proof of Claims, said act(s) on the part of Respondent(s) shall be deemed and evidenced as fraud, deception, bad faith, unclean hands and the like upon Respondent(s') part and further attempts to cause an inflict injury upon the Undersigned. Further, the Undersigned herein strongly recommends to

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exercise of a right, as raised herein above as Proof of Claims herein; and ALL facts necessarily and of consequence arising there from, are true as they operate in favor of the Undersigned, and that said facts shall stand as prima facie and ultimate (un-refutable) between the parties to this Conditional Acceptance for Value and counter offer/claim for Proof of Claim, the corporate Government juridical construct(s) Respondent(s) represents/serves, and ALL officers, agents, employees, assigns, and the like in service to Respondent(s), as being undisputed. Further, failure and/or refusal by Respondent(s) to provide the requested and necessary Proof of Claims raised herein above shall act/operate as ratification by Respondent(s) that ALL facts as set, established, and agreed upon between the parties to this Conditional Acceptance for Value and counter offer/claim for Proof of Claim, are true, correct, complete, and NOT misleading.

3.5 Should the Respondent(s) fail and/or not respond directly to each Proof of Claim with specific specificity or otherwise refuse to provide the requested and necessary Proof of Claims raised herein above within the expressed period of time established and set herein above, Respondent(s) will have failed to State any claim upon which relief can be granted. Further, Respondent(s) will have agreed and consented through "tacit acquiescence" to ALL the facts in relation to the above referenced and or associated alleged Criminal Case/Cause, as raised herein above as Proof of Claims herein; and ALL facts necessarily and of consequence arising there from, are true as they operate in favor of the Undersigned, and that said facts shall stand as prima facie and ultimate (un-refutable) between the parties to this Conditional Acceptance for Value and counter offer/claim for Proof of Claim, the corporate Government juridical construct(s) Respondent(s) represents/serves, and ALL officers, agents, employees, assigns, and the like in service to Respondent(s), as being undisputed. Further, failure and/or refusal by Respondent(s) to provide the requested and necessary Proof of Claims raised herein above shall act/operate as ratification by Respondent(s) that ALL facts as set, established, and agreed upon between the parties to this Conditional Acceptance for Value and counter offer/claim for Proof of Claim, are true, correct, complete, and NOT misleading.

IV. ARBITRATION- AN ADMINISTRATIVE REMEDY COGNIZABLE AT COMMON-LAW

10000. **ADDITIONALLY** it is exigent and of consequence for the Undersigned to inform Respondent(s), in accordance with and pursuant to the principles and doctrines of "clean hands" and "good faith," that by Respondents(s) failure and or refusal to respond and provide the requested and necessary Proof of Claims raised herein above and thereby; and it shall be held and noted and agreed to by all parties, that a general response, a nonspecific response, or a failure to respond with specificities and facts and conclusions of common law, and or to provide the requested information and documentation that is necessary and in support of the agreement shall constitute a failure and a deliberate and intentional refusal to respond and as a result thereby and or therein, expressing the defaulting party's consent and agreement to said facts and as a result of the self-executing agreement, the following is contingent upon their failure to respond in good faith, with specificity, with facts and conclusions of common-law to each and every averment, condition, and/or claim raised; as they operate in favor of the Undersigned, through "tacit acquiescence," Respondent(s) NOT ONLY expressly affirm the truth and validity of said facts set, established, and agreed upon between the parties to this Conditional Acceptance for Value and counter offer/claim for Proof of Claim, but Respondent(s); having agreed and consented to Respondent(s) having a duty and obligation to provide the requested and necessary Proof of Claims raised herein above, will create and establish for Respondent(s) an estoppel in this matter(s), and ALL matters relating hereto; and arising necessarily therefrom;

and,

In accordance with and pursuant to this agreement; a contractually (consensual) binding agreement between the parties to this Conditional Acceptance for Value and counter offer/claim for Proof of Claim to include the corporate Government Agency/Department construct(s) whom Respondent(s) represents/serves; as well as, ALL officers, agents, employees, assigns, and the like in service to Respondent(s) will not argue, controvert, oppose, or otherwise protest ANY of the facts already agreed upon by the parties set and established herein; and necessarily and of consequence arising therefrom, in ANY future remedial proceeding(s)/action(s), including binding arbitration and confirmation of the award in the Court of the United States of America at any competent court under original jurisdiction in

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Agreement or with regard to its formation, interpretation or breach, and any issues of substantive or procedural arbitrability shall be settled by arbitration, and the arbitrator may hear and decide the controversy upon evidence produced although a party who was duly notified of the arbitration proceeding did not appear; that the Undersigned deems necessary to enforce the "good faith" of ALL parties hereto within without respect to venue, jurisdiction, law, and forum the Undersigned deems appropriate.

10001. Further, Respondent(s) agrees the Undersigned can secure damages via financial lien on assets, properties held by them or on their behalf for ALL injuries sustained and inflicted upon the Undersigned for the moral wrongs committed against the Undersigned as set, established, agreed and consented to herein by the parties hereto, to include but not limited to: constitutional impermissible misapplication of statute(s)/law(s) in the above referenced alleged Commercial/Civil/Cause; fraud, conspiracy (two or more involved); trespass of title, property, and the like; and, ALL other known and unknown trespasses and moral wrongs committed through ultra vires act(s) of ALL involved herein; whether by commission or omission. Final amount of damages to be calculated prior to submission of Tort Claim and/or the filing of lien and the perfection of a security interest via a Uniform Commercial Code financing 1 Statement; estimated in excess of TEN (10) Million dollars (USD- or other lawful money or currency generally accepted with or by the financial markets in America, as the value of this claim established at 25,000 dollars per twenty-three (23) minutes, 1,600,000 million dollars per day; and, punitive damages within the above referenced alleged Criminal Case/Cause. [See: Trezevant v. City of Tampa, 741 F.2d 336 (1984), wherein damages were set as 25,000 dollars per twenty-three 23 minutes in a false imprisonment case.]), and notice to Respondent('s) by invoice. Per Respondent('s) failure and or refusal to provide the requested and necessary Proof of Claims and thereby; and therein consenting and agreeing to ALL the facts set, established, and agreed upon between the parties hereto, shall constitute a self-executing binding irrevocable durable general power of attorney coupled with interests; this Conditional Acceptance for Value and counter offer/claim for Proof of Claim becomes the security agreement under commercial law whereby only the nondefaulting party becomes the secured party, the holder in due course, the creditor in and at commerce. It is deemed and shall always and forever be held that the undersigned and any and all property, interest, assets, estates, trusts commercial or otherwise shall be deemed consumer and household goods not-for-profit and or gain, private property, and exempt, not for commercial use, nontaxable as defined by the Uniform Commercial Code article 9 section 102 and article 9 section 109 and shall not in any point and/or manner, past, present and/or future be construed otherwise- see the Uniform Commercial Code article 3, 8, and 9.

10002. Should Respondent(s) allow the ten (10) Calendar days or twenty (20) Calendar days total if request was made by signed written application for the additional ten (10) Calendar days to elapse without providing the requested and necessary Proof of Claims, Respondent(s) will go into fault and the Undersigned will cause to be transmitted a Notice of Fault and Opportunity to Cure and Contest Acceptance to the Respondent(s); wherein, Respondent(s) will be given an additional three (3) days (72 hours) to cure Respondent's (s') fault. Should Respondent(s) fail or otherwise refuse to cure Respondent's(s') fault, Respondent will be found in default and thereby; and therein, Respondent will have established Respondent(s') consent and agreement to the facts contained within this Conditional Acceptance for Value and counter offer/claim for Proof of Claim as said facts operate in favor of the Undersigned; e.g., that the judgment of alleged "court of record" within the above referenced alleged **Commercial/Civil/Cause** is VOID AB INITIO for want of subject-matter jurisdiction of said venue; insufficient document (Information) and affidavits in support thereof for want of establishing a claim of debt; want of Relationship with the "source of authority" for said statute(s)/law(s) for want of privity of contract, or contract itself; improperly identified parties to said judgment, as well as said dispute/matter; and, Respondent(s) agrees and consents that Respondent(s) does have a duty and obligation to Undersigned; as well as the corporate Government Department/agency construct(s) Respondent(s) represents/serves, to correct the record in the above referenced alleged **Commercial/Civil/Cause** and thereby; and therein, release the indenture (however termed/styled) upon the Undersigned and cause the Undersigned to be restored to liberty, and releasing the Undersigned's property rights, as well as ALL property held under a storage contract in the "name" of the all-capital-letter "named"

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10003. The defaulting party will be estopped from maintaining or enforcing the original offer/presentment; i.e., the above referenced alleged **Commercial/Civil/Cause** as well as ALL commercial paper (negotiable instruments) therein, within any court or administrative tribunal/unit within any venue, jurisdiction, and forum the Undersigned may deem appropriate to proceed within in the event of ANY and ALL breach(s) of this agreement by Respondent(s) to compel specific performance and or damages arising from injuries there from. The defaulting party will be foreclosed by laches and or estoppel from maintaining or enforcing the original offer/presentment in any mode or manner whatsoever, at any time, within any proceeding/action. Furthermore, the respondents are foreclosed against the enforcement, retaliation, assault, infringement, imprisonment, trespass upon the rights, properties, estate, person whether legal, natural or otherwise of the presenter/petitioner and/or his interest and/or his estate retroactively, at present, post-actively, forever under any circumstances, guise, and or presumption!

I. NOTICE OF COMMON-LAW ARBITRATION:

10004. Please be advised that in-as-much as the Undersigned has "secured" the "interest" in the "name" of the all-capital-letter "named" defendant as employed/used upon the face; and within, ALL documents/instruments/records within the above referenced alleged Commercial/Civil/Cause, to include any and all derivatives and variations in the spelling of said "name" except the "true name" of the Undersigned as appearing within the Undersigned's signature block herein below, through a Common-Law Copyright, filed for record within the Office of the Secretary of State, Las Vegas State of Nevada, and, having "perfected said interest" in same through incorporation within a Financing (and all amendments and transcending filings thereto), by reference therein, the Undersigned hereby; and herein, waives the Undersigned's rights as set, established, and the like therein, and as "perfected" within said Financing Statement acting/operating to "register" said Copyright, to allow for the Respondent(s) to enter the record of the alleged "court of record" within the above referenced alleged **Commercial/Civil/Cause** for the SOLE purpose to correct said record and comply with Respondent(s') agreed upon duty/obligation to write the "order" and cause same to be transmitted to restore and release the Undersigned, the Undersigned's corpus, and ALL property currently under a "storage contract" under the Undersigned's Common-Law Copyrighted trade-name; i.e., the all-capital-letter "named" defendant within the above referenced alleged Commercial/Civil/Cause, within the alleged commercially "bonded" warehousing agency d.b.a. the commercial corporate Government juridical construct d.b.a. the United States. Please take special note, that the copyright is with reference to the name and its direct association and/or correlation to the presenter.

10005. NOTICE: That the arbitrators "must not necessarily judge according to the strict law but as a general rule ought chiefly to consider the principles of practical business"¹ Norske Atlas Insurance Co v London General Insurance Co (1927) 28 Lloyds List Rep 104

- "internationally accepted principles of law governing contractual relations"¹ Deutsche Schachibau v R'As al-Kaimah National Oil Co [1950] 1 AC 295]
- If the contract (valid or otherwise) contains an arbitration clause, then the proper forum to determine whether the contract is void or not, is the arbitration tribunal.² [For example, see Heyman v Darwaz Ltd. [1942] AC 356]
- That any determination by the arbitrator is binding upon all parties, and that all parties agree to abide by the decision of the arbitrator, that the arbitrator is to render a decision based upon the facts and conclusions as presented within the terms and conditions of the contract. Any default by any party must be supported by proof and evidence of said default, that default shall serve as tacit acquiescence on behalf of the party who defaulted as having agreed to the terms and conditions associated with the self-executing binding irrevocable contract coupled with interests. That the arbitrator is prohibited from considering and/or relying on statutory law, as it has been held that any time any party relies on or enforces a statute, they possess no judicial power
- "A judge ceases to sit as a judicial officer because the governing principals of administrative law provides that courts are prohibited from substituting their evidence, testimony, record, arguments and rationale for that of the agency. Additionally, courts are prohibited from their substituting their judgments for that of the agency." *AIST v US*, 568 F2d 284.
- "...judges who become involved in enforcement of mere statutes (civil or criminal in nature and otherwise), act as mere "clerks" of the involved agency..." K.C. Davis, ADMIN. LAW, Ch. I (CTP. West's 1965 Ed.)
- "...their supposed 'court' becoming thus a court of limited jurisdiction' as a mere extension of the involved agency for mere superior reviewing purposes." K.C. Davis, ADMIN. LAW, P. 95, (CTP. 6 Ed. West's 1977) *FRC v G.E.*, 281 US 464; *Keller v PF*, 261 US 428.

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- Some of the aforementioned cases are not published, however, these are still fundamental principles of law, and one of the fundamental principles of arbitration is that the arbitrator sits as judge over the facts, and as such to preserve the sanctity of the process an arbitrator receives the same immunity as a judge and is exempt from prosecution and or review, unless it can be proved that the arbitrator intentionally ignored the evidence and acted in conspiracy to defraud the parties.

As indicated by this agreement all parties associated hereto directly and/or indirectly agree under penalty of imprisonment for no less than five years to hold the arbitrator and the arbitration Association associated with this matter totally and completely immune from all consequences resulting from his or her carrying out their duties associated with this instant matter. That to protect the sanctity and the honor of the arbitration system the parties agree that the arbitrator's decision shall be final and binding upon all parties, and that no party shall attempt to retaliate, challenge, appeal, dispute, charge, allege, complain, and/or otherwise cause harm, stress, burden, conflict to the arbitrator and/or the arbitration Association with any matter associated hereto, directly or indirectly heretofore, henceforth, and any such attempts shall be held Null and void. That arbitration is the exclusive remedy for the parties, and that only the original arbitrator and/or that person's designee shall have the right to reconsider and/or amend the arbitration award, but only under the terms as specified within this agreement, and not otherwise. No other party except the arbitrator shall have the right of determining the validity of this contract, as the parties agree that this contract is a sufficient agreement documenting and detailing the consensus and understanding of the parties as of the institution of this agreement, which shall take full effect 10 calendar days after receipt and or upon default.

10006. As the Undersigned has no desire NOR wish to tie the hands of Respondent(s) in performing Respondent(s)' agreed upon duty/obligation as set, established, and agreed upon within this Conditional Acceptance for Value and counter offer/claim for Proof of Claim and thereby create/cause a "breach" of said contractually binding agreement on the part of the Respondent(s), Respondent(s) is hereby; and herein, NOTICED that if this waiver of said Copyright is not liberal, NOR extensive enough, to allow for the Respondent(s) to specifically perform all duties/obligations as set, established, and agreed upon within the Conditional Acceptance for Value and counter offer/claim for Proof of Claim: Respondent(s) may; in "good faith" and NOT in fraud of the Undersigned, take all needed and required liberties with said Copyright and this waiver in order to fulfill and accomplish Respondent(s)' duties/obligations set, established, and agreed upon between the parties to this agreement. It shall be noted that no typo, misspelled word, and/or grammatical defect and/or error shall have any effect on the overall context of this contract and/or its validity. That as stated, this instrument shall be and forever shall remain contextually construed and never otherwise, and all parties agree hereinto/onto the same.

10007. If Respondent(s) has any questions and or concerns regarding said Copyright and or the waiver, Respondent(s) is invited to address such questions and or concerns to the Undersigned in writing, and causing said communiqués to be transmitted to the Undersigned and below named Notary/Third Party. The respondents have acted as if the contract quasi-or otherwise does not place a binding obligation upon their persons, upon their organizations, upon their institutions, upon their job qualifications, and breaching that obligation breaches the contract, for which they cannot address due to the direct conflict of interest. It is as a result of that conflict of interest that binding arbitration shall be instituted

10008. Your failure to respond, and this would include each of the respondents by their representative, and if represented by the Atty. Gen., such representation must be responsive for each State and/or State organization/department/agency, separately and severally to each of the points of averment, failure to respond to a single point of averment will constitute acquiescence, forfeiture, and a waiver of all rights with respects all of the points raised in this presentment.

II. NOTICE TO AGENT IS NOTICE TO PRINCIPLE AND VICE VERSA

10009. **NOTICE:** In this Conditional Acceptance for Value and counter offer/claim for Proof of Claim(a) the words "include," "includes," and "including," are not limiting; (b) the word "all" includes "any" and the word "any" includes "all"; (c) the word "or" is not exclusive except when used in conjunction with the word "and"; as in, "and/or"; and (d) words and terms (i) in the singular number include the plural, and in the plural, the singular; (ii) in the masculine gender include both feminine and neuter. That due to the fact that this presentment/document/contract can only be construed contextually and not otherwise, it is not necessary for a question to contain a "?", And whether or not a "?" Is followed by a specific question such instances does not excuse a party from having an obligation of responding with specificity and facts and conclusions of common-law.

10010. This presentment shall constitute a CLAIM against the assets of your institution and is valid upon your failure to comply with the requirement of this agreement and to VALIDATE NOT

Conditional Acceptance for the Value/Agreement/Contract no.
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Stated Copyright and waiver herein expressed, in any manner other than that provided for herein will be deemed non-responsive.

The Undersigned extends to the Respondent(s) the Undersigned's appreciations and thanks for Respondent's(s) prompt attention, response, production of above Proof(s) of Claim and assistance in this/these matter(s). This presentment is not to be construed as an acceptance and/or application and/or subscription and/or request for license, admittance to any jurisdiction quasi-or otherwise, but shall remain as a direct objection to any and all claims to the contrary.

Truly honored to be in agreement!!!

UCC7-308

a Natural Man



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is secured and reserved with all rights retained, Private Property no trespass permitted or allowed under common law restrictions and prohibitions.

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